

FEBRUARY 28, 2006 AGENDA REPORTS

Agenda Item No. 5a.

**City of Wichita
City Council Meeting
February 28, 2006**

Agenda Report No. 06-0178

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer in North Ridge Village Addition (north of 37th St. North, west of Ridge) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On March 22, 2005, the City Council approved a Petition to construct a sanitary sewer in North Ridge Village Addition. The developer has submitted a new Petition that increases the project budget to accommodate two change orders. The change orders are needed because work was suspended on the project due to delays in receiving a required wildlife permit and because additional risers are needed to serve new buildings within the Addition. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new office park located north of 37th St. North, west of Ridge.

Financial Considerations: The existing Petition totals \$211,310. The new Petition totals \$235,310. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 5b.

**City of Wichita
City Council Meeting
February 28, 2006**

Agenda Report No. 06-0179

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System for an unplatted tract located west of Greenwich, south of 21st Street (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will serve an unplatted commercial tract located west of Greenwich, south of 21st Street.

Financial Considerations: The Petition totals \$5,400. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 5c.

**City of Wichita
City Council Meeting
February 28, 2006**

Agenda Report No. 06-0180

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer in Eberly Farms Addition (east of 135th St. West, south of 21st) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On November 1, 2005, the City Council approved a Petition to construct a sanitary sewer in Eberly Farms Addition. An attempt to award a contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new office park located east of 135th St. West, south of 21st Street.

Financial Considerations: The existing Petition totals \$86,630. The new Petition totals \$97,630. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item 9a.

**City of Wichita
City Council Meeting
February 28, 2006**

Agenda Report No. 06-0181

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Tyler's Landing 3rd Addition (south of 37th Street North, east of Tyler Road) (District V)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, R&R Realty, LLC, has submitted an Agreement to respread special assessments within Tyler's Landing 3rd Addition.

Analysis: The land was originally included in an improvement district for sanitary sewer main and storm water drain projects. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot, therefore, distributing the cost of the improvements more fairly. Without the Agreement, the assessments will remain spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Agenda Item 9b.

**City of Wichita
City Council Meeting
February 28, 2006**

Agenda Report No. 06-0182

TO: Mayor and City Council

SUBJECT: Contract for Worker's Compensation Medical Services

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the contract.

Background: As required by State law, the City of Wichita provides medical treatment for City employees injured on the job. This treatment is coordinated through a contracted medical services provider.

Analysis: Staff began the process to select a medical services provider in the spring of 2005. A competitive Request for Proposal (RFP) was prepared and issued by Purchasing. A total of five responses were received. A Staff Screening and Selection Committee was convened, with representatives from the Law, Fire, Police, Finance, City Manager, Park and Public Works Departments. The Selection Committee selected the top three firms and scheduled detailed interviews. On the basis of the detailed interviews, the discounts offered from the Kansas Workers Compensation Fee Schedule, the service locations, the return to work philosophy and the treatment philosophy, the Selection Committee unanimously recommended Via Christi Rehabilitation Center, Inc.

Performance standards were subsequently developed by City staff and presented to all City labor groups for their review and input. The performance standards have been included in the recommended medical services contract. These standards are designed to ensure that injured City employees are treated promptly and that enhanced efforts are made to provide work status reports and long-term treatment plans for the benefit of both the employee and the employer.

Financial Considerations: The City Workers Compensation 2006 adopted budget includes a total of \$1.8 million for medical treatment of City employees injured on the job. Most of those expenditures are made through the medical services contract, although lesser amounts are spent on pharmaceuticals, hospitals and other service providers. The estimated contract value of the Via Christi contract is \$1 million dollars. All payments will be made at a rate not to exceed the current Worker's Compensation Schedule of Medical Fees set forth under K.S.A. 44-501i and the rates contained in their formal proposal to the City, as applicable.

Legal Considerations: The contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the contract with Via Christi Rehabilitation Center, Inc for one (1) year, with an option to renew for up to four additional one-year terms, and authorize the necessary signatures.

CONTRACT

For

TREATMENT OF WORKERS COMPENSATION INJURIES BP500128

THIS CONTRACT entered into this 1st day of February 2006, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **VIA CHRISTI REHABILITATION CENTER, INC.**, 1151 N Rock Road, Wichita, KS 67211, Telephone Number (316) 687-9794, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal (Formal Proposal FP500045) for Treatment of Workers Compensation Injuries; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal FP500045 which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal FP500045, shall be considered a part of this contract and is incorporated by reference herein.

Performance Standards: **VENDOR** shall comply with the following performance standards. Periodically and when requested, the Vendor shall provide data to indicate actual performance provided as related to these standards, the Vendor will treat both walk-in and scheduled patients during posted office hours (8 am-5pm). Monday through Friday, with after hours services provided on a case-by-case basis. Vendor will ensure that the average office lobby wait time per patient will not exceed 20 minutes upon patient arrival. In the case of non-emergency situations, City of Wichita Risk Management will select or approve each specialty referral prior to scheduling. Vendor will provide work status reports at the time of appointment for each patient after each visit. After the first 120 days of continuous treatment, Vendor will provide a patient specific status report. This report will include the patient's current condition, treatment plans and prognosis and will be provided to the employee and the City. Vendor will provide faxed copies of each work status report to City of Wichita Risk Management within 24 hours of each visit at no additional charge. Vendor will submit all billing statements on a monthly basis. Vendor will attach a copy of the corresponding narrative or report to each billing. Vendor will allow all billing statements to be payable by credit card. Vendor agrees to remain in business and have an office accessible to the City of Wichita for the term of this Contract. Upon mutual agreement and approval of this Contract, Vendor will be available to provide services within a period not to exceed fourteen (14) calendar days from the notice to proceed.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** a fee not to exceed that regulated by the date applicable Worker's Compensation Schedule of Medical Fees set forth under KSA 44-510i or by fees otherwise discounted from the Fee Schedule between the **VENDOR** and a third party as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of June 8, 2005 and as approved by the City Council on January 10, 2006.

PROVIDER PANEL A

Reimbursement for Workers Compensation medical services for injury and illness care shall not exceed 90% of the providers billed charges, or the max fee schedule amount established by applicable law, whichever is less. The Provider Panel includes the following:

Via Christi Regional Medical Center
St Francis Campus
St Joseph Campus
Via Christi Occupational & Environmental Medicine Clinics
Our Lady of Lourdes Rehabilitation Hospital
East Lincoln Clinic
North Webb Road Clinic
Via Christi Riverside Maize Road Clinic
All Via Christi Outpatient Rehabilitation Clinics

PROVIDER PANEL B

Reimbursement for Workers Comp medical services for injury and illness care shall not exceed 95% of the providers billed charges, or the max fee schedule amount established by applicable law, whichever is less. This Provider Panel includes the following:

Kansas Surgery and Recovery Center
Advanced Orthopedic Associates
Midwest Surgical, P.A.
Anesthesia Consulting Services, P.A.
Electro Neuro Diagnostic (Mobile)

3. **Term.** The term of this contract shall be for a one (1) year period from February 1, 2006 through January 31, 2007 with an option to renew for four (4) additional one-year annual renewal option period(s) under the same terms and conditions by mutual consent of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon sixty (60) days written notice to **VENDOR**.

4. Indemnification and Insurance.

- a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.
- b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Workers' Compensation/Employers Liability for minimum limits of: Employers Liability \$100,000 each accident

- c. **VENDOR** will furnish the **CITY** a copy of appropriate medical malpractice insurance with **CITY** listed as a certificate holder for the coverage. The Insurance Certificate must contain the following: A. Cancellation – should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances, which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Vendor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **VENDOR** represents the he or she is duly authorized by the contractor or **VENDOR** to execute this contract, and that the contractor or **VENDOR** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST: CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carlos Mayans
Mayor

APPROVED AS TO FORM: VIA CHRISTI REHABILITATION CENTER, INC.

Gary E. Rebenstorf (*Signature*)
Director of Law

(Print Name)
Date

(Title-President or Corporate Officer)

EXHIBIT A
REVISED NON-DISCRIMINATION AND

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission".
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination --Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination - Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation.

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub purchase order or sub agreement so that such provisions will be binding upon each subcontractor, subcontractor or sub supplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Agenda Item No. 9c.

**City of Wichita
City Council Meeting
February 28, 2006**

Agenda Report No. 06-0183

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for the 13th Street North from K-96 Bypass to 159th Street East (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On January 24, 2006, the City entered into an Agreement with Professional Engineering Consultants, P.A. (PEC) for designing utility adjustments, relocations and extensions in advance of Sedgwick County paving 13th Street from K-96 to 159th Street East. The work to be done by PEC included the design of sanitary sewers and water lines along portions of 13th Street. The fee was \$43,500.

Analysis: PEC has been asked to design the 16" water main along the portion of 13th Street adjacent to the Stone Bridge Addition, which is now being platted. The Platting Engineer for Stone Bridge Addition suggested that to speed the design along, they were in support of having PEC do the water line design as part of their other water line work along 13th Street. By having PEC include that portion of water line design the result will be a single water line project for the full mile of 16" water line from east of 143rd Street East to 159th Street East. A supplemental agreement has been prepared to authorize payment for the additional design work.

Financial Considerations: Payment to PEC for the Supplemental Agreement will be made on a lump sum basis of \$5,500 and will be paid by Water and Sewer Utility.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 24, 2006

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 19, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **13TH STREET NORTH FROM K-96 BYPASS TO 159TH STREET EAST**.

WHEREAS, Paragraph IV. B. Of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**16" water main along 13th Street, from ½ mile east
Of 143rd Street to ¼ mile west of 159th Street.**
(Project No. 448 90151)

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. Shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$5,500.00**.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ATTEST:_____

Agenda Item No. 9d.

**City of Wichita
City Council Meeting
February 28, 2006**

Agenda Report No. 06-0184

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Auburn Hills 16th Addition (south of Maple, east of 151st Street West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the water distribution system and sanitary sewer improvements in Auburn Hills 16th Addition on November 1, 2005. On January 10, 2006 the City approved an Agreement with Baughman Company, P.A. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Baughman provides for construction engineering and staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the construction engineering and staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$21,210 and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Agenda Item No. 9e.

**City of Wichita
City Council Meeting
February 28, 2006**

Agenda Report No. 06-0185

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for the Intersection of Maple and Ridge (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On April 6, 2004, the City entered into an agreement with MKEC Engineering Consultants, Inc. (MKEC) for designing improvements to the intersection of Maple and Ridge. The fee was \$57,500. On October 4, 2005, the City approved Supplemental Agreement No. 1 to design plans for the removal and replacement of additional pavement and storm water sewer outside the original project limits. The fee was \$14,400.

Analysis: The original scope was to provide design for rehabilitation and bituminous overlay of the existing pavement in the intersection. MKEC has been asked to revise the design, and prepare plans for the full removal and replacement of the concrete pavement in the intersection. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$16,500, and will be paid by General Obligation Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 6, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 6, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **Intersection of Maple and Ridge Road** (Project No. 472 83856).

WHEREAS, Paragraph IV. B. Of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Design the removal and replacement of the pavement
in the intersection of Maple and Ridge Road.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$16,500.00**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, City Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name and Title)

ATTEST:

Agenda Item No. 9f.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report 06-0186

TO: Mayor and City Council

SUBJECT: Aesthetic Improvements in Old Town (District 6)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendations: Approve the agreement, authorize the budget transfers, and authorize all necessary signatures.

Background: Old Town was established in the early 1990's as a retail and entertainment district. Continued development has resulted in increases in the number of visitors, businesses, and property valuations. Old Town has developed into a unique, regional attraction.

Analysis: As a destination area, aesthetic considerations are critical to maintaining and improving the attractiveness of Old Town. Recently the City was approached by the Old Town Association (OTA) about making improvements in the area to enhance the visual appeal and visitor experience in Old Town.

The OTA would like to pursue several projects in 2006. Specific improvements would include:

- Additional electrical work to improve the holiday lighting connections and circuitry;
- Pigeon control features;
- Bike racks;
- Banners for holidays and special events;
- Historic marker plaques for self-guided tours; and
- Doggy bag dispensers.

The OTA will utilize their existing relationships with building owners and tenants (many of whom are OTA members) to expedite the projects.

Additionally, the City would pursue several projects in Old Town. The specific projects are:

- Construction of public restrooms and installation of drinking fountains;
- Landscaping improvements, to include lighting, trash enclosures and brick/concrete repair;
- Directory kiosks; and
- Security lighting for parking lots, and security cameras in the Hotel at Old Town parking garage.

All improvements and amenities would be consistent with existing development in the Old Town and Downtown areas.

Financial Considerations: Funding for the improvements are available in the Old Town Tax Increment Financing (TIF) Fund, and will be cash-funded. The TIF is current as to debt service payments, and future annual revenue streams are projected to continue to fully fund future annual debt service requirements. Access to the TIF funds will require budget transfers within the TIF. The cost of the agreement with OTA will not exceed \$250,000. All payments to the OTA will be made on a reimbursement basis, as they complete the various improvement projects listed above. The cost of the City-managed projects will not exceed \$675,000.

Legal Considerations: The Law Department has approved the agreement with the Old Town Association as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the agreement, authorize the budget transfers, and authorize all necessary signatures.

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of February, 2006, by and between the City of Wichita, Kansas, hereinafter referred to as the "City", and the Old Town Association, hereinafter referred to as "OTA". WITNESSETH:

WHEREAS, OTA wishes to make aesthetic improvements in the Old Town District of the City of Wichita, including but not limited to electrical work, bicycle racks, banners, and historic marker plaques ("the improvements"); and

WHEREAS, all improvements will be consistent with existing development in the Old Town District; and

WHEREAS, the City is willing to dedicate funds available in the Old Town Tax Increment Financing (TIF) Fund which are surplus to the TIF obligations for debt service to help defray the costs of the improvements; and

WHEREAS, OTA is willing to acquire the equipment, and to contract for installation and construction activities.

NOW, THEREFORE, the parties agree as follows:

1. OTA will purchase and arrange for the installation of such improvements in order that the Old Town District be visually and functionally improved.
2. OTA will be responsible for the ongoing maintenance and for all costs of operating, repairing and maintaining of such improvements that shall be attached to or located on privately held property on and after their installation.
3. The City will reimburse OTA, upon presentation of documentation showing the costs for the improvements and arranging for their installation; provided, however, the City's reimbursement shall not exceed \$250,000.00, generally allocated as follows on Exhibit "A" (attached).

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

Karen Sublett, City Clerk

CITY OF WICHITA

Mayor Carlos Mayans

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

Exhibit “A”

Uses of Funding for Old Town Improvements

Electrical upgrades	\$160,000
Banners	50,000
Historic Plaques	20,000
Other equipment, including:	
▪ Pigeon control	
▪ Bike racks	
▪ Doggy bag dispensers	<u>20,000</u>
Total expenditures not-to-exceed	<u>\$250,000</u>

Agenda Item No. 9g.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0187

TO: Mayor and City Council

SUBJECT: Equus Beds Aquifer Storage and Recovery Project (Phase I)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendations: Approve Supplemental Agreement No 10 for construction and testing of two diversion wells and Supplemental Agreement No. 11 for engineering services with Burns & McDonnell Engineering Co.

Background: On January 8, 2002, the City Council approved a Contract with Burns & McDonnell Engineering Co. to provide engineering and design services for Phase I of the Equus Beds Aquifer Storage and Recovery (ASR) Project for \$798,532.

Nov. 5, 2002, City Council approved Supplemental Agreement No. 1, for additional archeological services necessary to evaluate the impact of the discovery of a prehistoric artifact.

March 25, 2003, City Council approved Supplemental Agreement No. 2 for the services necessary to run the computer model to evaluate the results of pilot work on alternate water treatment technologies.

April 1, 2003, City Council approved Supplemental Agreement No. 3 to allow drilling of additional test holes at the proposed sites for recharge basins.

May 25, 2004, City Council approved Supplemental Agreement No. 4 to drill two additional test wells at alternative sites for diversions wells that appeared to have better water quality.

August 31, 2004, City Council approved a Memorandum of Understanding with the Equus Beds Groundwater Management District (GMD) that led to the unanimous recommendation of the GMD for approval of the City's applications for water rights for Phase I of the ASR project.

March 8, 2005, City Council approved Supplemental Agreement No. 5 that included services to conduct a shallow aquifer test and other services associated with obtaining appropriations from the state.

July 12, 2005, City Council Approved Supplemental Agreement No. 6 that included services to conduct a full scale aquifer test at one of the proposed diversion well sites, and Supplemental Agreement No. 7 that included engineering services to upgrade the electrical system in the Equus Beds Wellfield.

November 1, 2005, City Council approved Supplemental Agreement No. 8 to build a full scale well and perform pump tests at a diversion site with an appropriation from the state.

December 6, 2005, City Council approved Supplemental Agreement No. 9 to design a river intake and a powdered activated carbon feed facility.

Analysis: To comply with the requirements established by the Groundwater Management District and the state for each diversion well, a well must be constructed and tested. Supplemental Agreement No. 10 includes the cost of drilling two diversion wells (thereby reducing the cost of the construction phase by that amount) and the engineering services to observe construction of the wells, conduct the pump tests and analyze the results. The wells will have a water appropriation from the state and will be used as diversion wells for the permanent diversion and recharge facilities. Conducting test pumping will help assure that the City will be constructing facilities that meet its needs and that comply with regulatory requirements.

This phase of the ASR project evolved into several construction projects. To provide appropriate inspection for the projects, Staff determined the best course of action is to obtain field inspection services for them independent from the design of the projects. Therefore, the City will not be entering into a supplemental agreement with Burns & McDonnell to provide inspection services for the facilities. However, with the separation of field inspection services, there remain engineering activities that are best provided by the design engineer. These include review of shop drawings, coordination with inspectors regarding questions concerning the intention of the design, attendance of construction progress meetings and attendant services. Supplemental Agreement No. 11 is to provide the ancillary engineering services needed during construction.

Financial Considerations: The cost for the drilling and testing the diversion wells (Supplemental Agreement No. 10) will not exceed \$494,700, and the cost of engineering services associated with construction of the Phase I ASR facilities (Supplemental Agreement No. 11) will not exceed \$363,361. Funding for this project is included in CIP W-549, Water Supply Plan Phase III, which has available funding of over \$25 million in 2006.

Legal Considerations: The Law Department has reviewed and approved Supplemental Agreements No. 10 and No. 11 as to form.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreements No. 10 and No. 11 with Burns & McDonnell and authorize the necessary signatures.

Agenda Item No. 10a.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0188

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Clifton Cove Addition (south of 63rd Street South,
west
of Clifton) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the sanitary sewer improvements in Clifton Cove Addition on November 15, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond-financed improvements consisting of sanitary sewer in Clifton Cove Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$35,800 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

CLIFTON COVE ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

LATERAL 1, MAIN 1, BOEING SANITARY SEWER serving Lots 1 through 30, Block A; Lots 1 through 16, Block B; Lots 1 through 4, Block C; Lots 1 through 24, Block D; Lots 1 through 14, Block E, Lots 1 through 20, Block F, Clifton Cove Addition (south of 63rd Street South, west of Clifton) (Project No. 468 84023).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Clifton Cove Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 84023 **\$35,800.00**

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBIT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans; plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 78, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 ½”), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the sewer improvements by **April 3, 2006**.(Project No. 468 84023).

Agenda Item No. 10b.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0189

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Fontana & Fontana 2nd Additions (east of 119th Street
West, north of 29th Street North) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Fontana & Fontana 2nd Additions on November 22, 2005.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond-financed improvements consisting of paving in Fontana & Fontana 2nd Additions. Per Administrative Regulation 7a, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$68,000 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

FONTANA & FONTANA 2ND ADDITIONS

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

COVINGTON from the north line of 29th Street North to the east line of Lot 30, Block 1, Fontana 2nd Addition; **SHEFFORD** from the east line of Lot 30, Block 1, to the east line of Covington; **COVINGTON COURT** to and including the cul-de-sac; **FONTANA CIRCLE** to and including the cul-de-sac; **FONTANA COURT** to and including the cul-de-sac; and **LANDON CIRCLE** to and including the cul-de-sac (east of 119th Street West, north of 29th Street North) (Project No. 472 84086).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Fontana & Fontana 2nd Additions and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

VI. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84086

\$68,000.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:**

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.
If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

VII. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the
date first written above. BY ACTION OF THE CITY COUNCIL

Carlos Mayans, City Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the paving improvements by **February 1, 2006**. (Project No. 472 84086).

Agenda Item No. 11a.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0190

TO: Mayor and City Council Members

SUBJECT: Sewage Treatment Plant 1 Switchgear Replacement – Change Order

INITIATED BY: Water and Sewer Department

AGENDA: Consent

Recommendation: Approve Change Order No. 1 with Shelley Electric, Inc. for the switchgear replacement.

Background: Shelley Electric, Inc. was awarded a Contract in the amount of \$410,500 for the replacement of the electrical switchgear and associated conduit and wire at Sewage Treatment Plant 1.

Analysis: Change Order No. 1 is a combination of five (5) proposed contract modifications (PCMs) for the plant 1 project. All of the PCMs reflect work that provided an added value to the City. A summary of the proposed contract modifications is attached.

Financial Considerations: This Change Order is part of Plant 1 Improvements, CIP S-523. The additive modifications result in a net increase to the Contract of \$23,828 representing a 5.8 percent increase. There are no deductive changes associated with this project. The project has been completed and there will be no additional changes associated with this project.

Legal Considerations: Law has reviewed the Change Order and approved it as to form.

Recommendations/Actions: It is recommended that City Council approve the Change Order and authorize the necessary signatures.

Attachment A

PCM # 1 – Additive \$6,228 – Support for 8” sludge line. This line was not indicated on the original plans and required additional time and materials to support it so it could be left in service and work could proceed.

PCM # 2 – Additive \$35,023 – Modification of Boeing landfill junction box structures. These modifications were required to demolish and modify existing structures in order to work around irregularly shaped obstructions not indicated on old construction drawings.

PCM # 3 – Additive \$3,927 – Remove and Reroute Ductbank at Plant # 2 Junction Box #1. The existing electrical ductbank posed an obstruction for the construction of junction box # 1. This ductbank was not indicated on the construction plans.

PCM # 5 – Additive \$3,303 – Lower 6” sludge line for new pipeline construction. The 6” sludge line was in conflict with a new 60” pipe that was to be constructed on the plant 2 property. This conflicting 6” pipe was not indicated on plan sheets for the construction of the new 60” line.

PCM # 6 – Additive \$6,974 – 72” RCP Pipe Conflict. The new line conflicted with an existing 72” pipe. Additional materials and time were required to deflect the new pipe around the existing pipe. The 72” pipe elevations were incorrect on the plan sheets and posed an unexpected conflict for the pipe construction.

PCM # 7 – Additive \$6,805 – Core drill existing 60” pipeline. This work was performed as an investigation of the condition of the existing 60” transmission pipeline connecting plants #1 and #2. This investigation was necessary because of a failure to this line that occurred when excavating the pipe for the construction of a new junction box. This investigation was performed along the entire 3 miles of pipeline to determine if the line would be able to handle the pressures created after construction.

PCM # 12 – Additive \$334,984 – Extension of 60” pipeline on plant #1 site. Due to the failure of a section of 50-year-old 66” pipeline, which is to be used for the transmission of raw sewage from plant #1 to plant #2, additional pipe will have to be constructed. It has been determined that 708 additional feet of 60” pipe will have to be laid in order to connect to a section of pipe that is structurally sound enough to support the tie in. This cost represents the additional materials and construction time required to complete the work.

PCM # 13 – Additive \$1,890 - Intermediate clarifier # 2 junction box undermining. Plan sheets did not indicate that a footing on an existing tank was obstructing the construction area for the new junction box. Extra time and materials were required in the construction of this structure.

PCM # 17 – Deductive \$31,353 – Delete IMUX # 3. It has been determined that the addition of these components are not necessary to operate the system. These additions were suggested to provide remote control of valves, which are easily preset in the required operating position and vary little in how they are used. This additional cost did not justify the benefit.

PCM # 18 – Deductive \$600 – PVC Waterstop in lieu of stainless steel waterstop. Alternative acceptable material was used for the construction of new structures. Savings received in the cost of the material.

PCM # 22 – Additive \$14,600 – Extraneous flow basin electrical modifications. Electrical equipment at the extraneous flow basins located at plant # 1 are beginning to age and need to be updated. This upgrade will allow the installation of new electrical feed equipment separating gates that have previously been fed using one breaker. This work is being added to provide more reliable operation of equipment that is most often needed in wet weather emergencies.

PCM # 23 – Deductive \$2,518 – Delete masonry wall demolition. The subject walls were originally scheduled to be demolished to facilitate the removal of equipment housed in this room. A different type of equipment is being used in this application and will be able to be removed within the existing confines. The removal of this wall is no longer necessary.

Agenda Item No. 11b.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0191

TO: Mayor and City Council Members

SUBJECT: Sewage Treatment Plant 1 Modifications – Change Order

INITIATED BY: Water and Sewer Department

AGENDA: Consent

Recommendation: Approve Change Order No. 3 for modifications to Sewage Treatment Plant 1.

Background: Utility Contractors, Inc. was awarded a Contract in the amount of \$3,744,000 for construction of new structures and the rehabilitation of old structures and equipment at Sewage Treatment Plants 1 and 2. The addition of Change Order Nos. 1 and 2 brought the Contract amount to \$4,101,522.

Analysis: Change Order No. 3 is a combination of seventeen (17) proposed contract modifications (PCMs) for the plant 1 project and a settlement for damages paid by the City for a pump station backup that occurred March 29, 2003. All of the PCMs reflect either a reduction in cost, or added value to the City. A summary of the proposed contract modifications is attached.

Financial Considerations: This Change Order is part of Plant 1 Improvements, CIP S-523. The proposed modifications in this Change Order result in a net decrease of \$76,572. This Change Order includes deductive contract modifications amounting to \$106,515 and additive contract modifications of \$103,162. The damage settlement represents a cost of \$56,860.

The revised Contract, after this change is applied, will be \$4,024,950, which is \$280,950 more than the original Contract. Contract changes represent a 7.5 percent increase. The project has been completed and no additional changes are expected.

Legal Considerations: Law has reviewed the Change Order and approved it as to form.

Recommendations/Actions: It is recommended that City Council approve the Change Order and authorize the necessary signatures.

Attachment A

PCM # 9 – Deductive \$19,032.00 – Adjustment in the amount of H – piling needed for the completion of off site excavation work. More piling was required to complete the work at the Boeing landfill site and piling was eliminated from the job at Macarthur site. This elimination was possible because of the discovery of better soil conditions than expected.

PCM # 10 – Additive \$13,810.00 – Line B 30” SNT Conflict.

Several field adjustments were required for the completion of “line B”, a 60-inch raw waste water line at plant # 2. These adjustments required the addition of materials and labor to the job.

PCM # 14 – Additive \$52,543.00 – Line C 60” SE Conflict. Field adjustments were made in the installation of this pipe because of conflicts encountered with existing facility piping. The adjustments required the addition of materials and labor to the job.

PCM # 25 – Additive \$14,475.00 – 6” Pumped Sludge Line from Clarifier # 3 to Sludge Manhole. This line was discovered to be completely full of packed solids. This obstruction renders the pipe useless. This modification will allow for the installation of a new pipe and allow for the system to be operated as intended.

PCM # 26 – Deductive \$50,144.00 – Delete Security System. The security system upgrade work required at this facility will be added the Security System Upgrade project that is currently underway for all Water and Sewer Department facilities. By adding it to this project we will be assured that there is consistency across the systems.

PCM # 28 – Deductive \$9,926.00 – Delete 18” drain line and ferrous chloride (odor control) piping at junction box #1. Due to the major modification of the plant site piping these lines will no longer be usable without additions to the contract for their relocation. They are not required items and there are redundant options for their functions.

PCM # 29 – Deductive \$4,941.00 – Delete removal of screenings unit hopper at plant # 1. This portion of the project allowed for the removal of abandoned equipment. It has been decided that the equipment will be left in place and City staff will remove the equipment at a later date.

PCM # 30 – Deductive \$2,002.00 – Delete Removal of odor control piping at plant #1. The portion of the project allowed for the removal of abandoned equipment. It has been decided that the equipment will be left in place and City staff will remove the equipment at a later date.

PCM # 31 – Deductive \$10,000.00 – Delete asphalt pavement replacement. The decommissioning of the ferrous chloride feed site at plant # 1 eliminate the need for this pavement to be replaced. This road was constructed to support ferrous chloride delivery trucks and will no longer serve this purpose. It has been determined that it will no longer be used.

PCM # 34 – Deductive \$6,524.00 – Fee decrease for deductive change proposal items. The City is entitled to a fee decrease of 5% for all change proposals. This fee decrease was overlooked in the change # 1 for the deductive items. This change represents the total fee decrease due to the City from changes presented on change order # 1.

Agenda Item No. 11c.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0192

TO: Mayor and City Council Members

SUBJECT: Change Order: Meridian Improvement, between 31st St. South and Pawnee (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On May 17, 2005, the City Council approved a construction contract with Cornejo & Sons, Inc. to improve Meridian, between 31st St. South and Pawnee. During construction of the project, a number of unforeseen items developed that should be addressed as a Change Order:

Existing pedestrian signals were in worse condition than expected. New signals were installed at a new location more accommodating to current pedestrian patterns. \$29,170

The amount of drive approaches needed to serve adjacent businesses and homes was greater than expected. \$13,128

Additional riprap, storm sewer pipe, storm sewer inlets and retaining wall were needed to properly drain adjacent properties. \$12,369

Adjustments to avoid utility conflicts and add two water service connections. \$1,870

Add wheelchair ramps to comply with the Americans with Disabilities Act. \$1,000

The additional items are partially offset by \$12,209 in under runs of bid items.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$45,328, with the total paid by a combination of City-at-Large (\$9,066) and Federal Grants administered by the Kansas Department of Transportation (\$36,262). The original contract amount is \$2,696,010. This Change Order represents 1.68% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Agenda Item No. 11d.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0193

TO: Mayor and City Council Members

SUBJECT: Change Order: Street Paving in Shadow Woods Addition (west of 135th St. West, north of Maple) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On August 23, 2005, the City Council approved a contract with APAC-Kansas, Inc. for street paving in Shadow Woods Addition, located west of 135th St. West, north of Maple. The developer of the subdivision has requested that the street grading plan be modified to accommodate a change in his lot grading plan.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$15,684 with the total paid by special assessments. The original contract amount is \$276,305. This Change Order represents 5.68% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.



CHANGE ORDER

706877 - \$ 8,500.00

35,000.00

***INCLUDES CHANGE ORDER(S)**

City Clerk

Agenda Item No. 11e.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0194

TO: Mayor and City Council Members

SUBJECT: Change Order: Water Distribution System in Northridge Plaza Addition (north of 37th St.
North, west of Ridge (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On October 4, 2005, the City Council approved a contract with Dondlinger & Sons, Inc. to construct a water distribution system in Northridge Plaza Addition, located north of 37th St. North, west of Ridge. Modifications to the project were needed to extend the water distributions system to serve additional properties. Additional pipe and fire hydrants were added.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$13,590 with the total paid by special assessments. The original contract amount is \$159,578. This Change Order represents 8.52% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.



2004

**PUBLIC WORKS-ENGINEERING
ORDER**

November 24,

CHANGE

To: Nowak Construction Co., Inc.

Project: Lateral 91, Main 1, Southwest
Interceptor Sewer to serve Hidden Glen
Addition

Change Order No.: 1

Project No.: 468-83484

Purchase Order No.: 401004

OCA No.: 744064

CHARGE TO OCA No.: 744064 - \$16,500.00

PPN: 480752

620421 - \$10,000.00

706877 - \$ 8,500.00

Please perform the following extra work at a cost not to exceed **\$35,000.00**

ADD:

Replace defective stub 1 LS @ 35,000.00= 35,000.00

CIP Budget Amount: \$274,000.00 (744064); \$11,000.00 (620421); \$5,050,000.00 (706877) Consultant: Baughman *Total Expenditures & Encumbrances to Date: \$228,285.83 (744064); \$10,000.00 (620421); 3,675,954.59 (706877) Unencumbered Balance: \$45,714.17 (744046); \$1,000.00 (620421); \$1,374,045.41 (706877) *INCLUDES CHANGE ORDER(S)	Original Contract Amt.: \$186,049.00 Current CO Amt.: \$35,000.00 Amt. of Previous CO's: \$0.00 Total of All CO's: \$35,000.00 % of Orig. Contract / 25% Max.: 18.8% *Adjusted Contract Amt.: \$221,049.00
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Recommended By:

Lawrence Schaller, P.E.
Construction Engineer

Date

Approved:

James Armour, P.E.
Acting City Engineer

Date

Approved:

Contractor

Date

Approved:

Chris Carrier, P.E.
Acting Director of Public Works

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

Attest: _____

City Clerk

By Order of the City Council:

Carlos Mayans
Mayor

Date

Agenda Item No. 12a.

CITY OF WICHITA
City Council Meeting
February 28, 2006

Agenda Report No. 06-0195

TO: Mayor and City Council Members

SUBJECT: Acquisition of 3912 East Mt. Vernon for the Dry Creek Basin Property Acquisition
Project
(District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: There have been several, flooding incidents along the Dry Creek basin in East Wichita. As a result of this, the City Council approved a voluntary property acquisition program. The program calls for the acquisition of up to 16 residential properties that have habitable floors that are below the one hundred year flood elevation. One such property is 3912 East Mt. Vernon. The site consists of 11,575 square feet and is improved with a 1,628 square foot brick, ranch single-family residence.

Analysis: The appraised value of \$120,000 was offered to the owner. The owner has agreed to sell the property for this amount. The improvements will be removed and the site maintained as open space.

Financial Considerations: A budget of \$125,750 is requested. This includes \$120,000 for the acquisition, \$5,000 for demolition and \$750 for closing costs and title insurance. The funding source is the Storm Water Utility.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize all necessary signatures.

Agenda Item No. 12b.

CITY OF WICHITA
City Council Meeting
February 28, 2006

Agenda Report No. 06-0196

TO: Mayor and City Council Members

SUBJECT: Acquisition of Four-Acre Permanent Easement for Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993 the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000 City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project which includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, the transfer to and storage of captured water in the aquifer, and the recovery and use of this water to meet future demands for the City of Wichita.

Analysis: Twenty-two sites were identified as necessary for the location of a twenty-four inch water line to serve recharge/recovery wells, recharge well, or recharge basins. Twenty of the twenty-two easements have been secured. This specific site consists of four acres and will be used for the process intake and treatment plant, pump house and residual storage facility. Monitoring wells will also be installed. The property owner has agreed to convey said easement in exchange of \$40,000.

Financial Considerations: A budget of \$40,750 is requested; this includes \$40,000 for acquisition and \$750 for title work, title insurance and closing costs. Funding for this project is included in the CIP in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the permanent easement; and 3) Authorize all necessary signatures.

Agenda Item No. 12c.

CITY OF WICHITA
City Council Meeting
February 28, 2006

Agenda Report No. 06-0197

TO: Mayor and City Council Members

SUBJECT: Acquisition of Utility Easement at 2121 North 135th Street West for the North Area
Sewer
Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 21, 2003, the City Council approved the construction of force mains; pump stations and gravity-flow sewer lines to serve northwest Wichita. The project requires the acquisition of easements on several tracts of land. The proposed parcel is the last of all the necessary easements on this project.

Analysis: The project requires the acquisition of a 2,600 square feet permanent easement across the east 40 feet of the southern portion of the parcel located at 2121 North 135th Street West. A temporary easement consisting of 2,275 square feet is also required. The easement and temporary construction easement were valued at \$3,100, of which \$600 is damages to trees and landscaping. This amount was offered to the property owner and accepted.

Financial Considerations: A budget of \$3,600 is requested for the acquisition. This amount includes \$3,100 for the acquisition and \$500 for closing costs and title insurance. The funding source is the sewer utility.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the Real Estate Purchase Contract and; 3) Authorize all necessary signatures.

Agenda Item No. 12d.

CITY OF WICHITA
City Council Meeting
February 28, 2006

Agenda Report No. 06-0198

TO: Mayor and City Council Members

SUBJECT: Acquisition of Pumping Station Site for Integrated Local Water Supply Plan

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993 the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000 City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project which includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, the transfer to and storage of captured water in the aquifer, and the recovery and use of this water to meet future demands for the City of Wichita.

Analysis: The sites identified as necessary for the capture of above base flow water, locations for water treatment facilities, recharge/recovery wells, and recharge basins have been purchased. A location has been identified as a site for water treatment plant for the recharge project. The parcel contains approximately 65 acres. The plant will be designed and built in two-to-three years. The plant will not utilize the entire parcel. After determination of facility size and location, the remainder of the site will be resold. The property was listed for sale for \$1,800 per acre. The owner has agreed to sell the site for \$1,700 per acre.

Financial Considerations: A budget of \$120,000 is requested; this includes \$110,500 for acquisition, \$5,000 for survey and \$500 for title work, title insurance and closing costs. Funding for this project is included in the CIP in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; and 2) Authorize all necessary signatures.

Agenda Item No. 13.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0199

TO: Mayor and City Council

SUBJECT: Narcotic Seizure Fund Budget

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Adopt the budget for the Narcotic Seizure Fund; authorize expenditures from the DEA Reimbursement Fund.

Background: The Wichita Police Department has utilized the Narcotic Seizure Fund for approximately a decade to fund various Police operations. The Narcotic Seizure Fund consists of monies from federal, state, and other agencies obtained as a result of investigations into illegal enterprises such as the possession and sale of narcotics. After the judicial process is completed, the funds are awarded to the Department. The Wichita Police Department adheres to stringent state and federal guidelines in accounting for and using the Narcotic seizure funds. In addition, the Wichita Police Department has received \$114,085.22 as reimbursement revenue from the DEA for expenses incurred during narcotics investigations.

Analysis: The budget for the Narcotic Seizure Fund is adopted to permit the expenditure of funds forfeited to the Wichita Police Department. Federal and state regulations require separate accounts for assets forfeited under different forfeiture programs.

Financial Considerations: The Police Department recommends a project expenditure budget of \$114,085.22 for investigation expenditures from the DEA Reimbursement account. As of December 31, 2005, the Narcotic Seizure Fund totaled \$140,597. The following budget is recommended for 2006:

<u>Budgeted Item</u>	<u>Amount</u>
Undercover buy money	29,000
Undercover vehicle maintenance/operations	50,000
Undercover fleet replacements	20,000
Law enforcement training	5,000
Tokens	25,000
Annual audit	3,000
Contingency/fund reserve	8,597
Total	<u>\$140,597</u>

Legal Considerations: Federal and State laws require local units of government to use forfeited assets to supplement the funds dedicated to law enforcement and prohibits supplanting local funds with forfeited assets.

Recommendations/Actions: Adopt the budget for the Narcotic Seizure Fund; authorize expenditures from the DEA Reimbursement account.

Agenda Item No. 14.

CITY OF WICHITA
City Council Meeting
February 28, 2006

Agenda Report No. 06-0200

TO: Mayor and City Council Members

SUBJECT: Sale of Vacant Lot in the 800 Block of North Springdale (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The Crestview Country Club Interceptor Sewer project required the construction of an interceptor sewer line across Crestview golf course. At its east end, the line crosses 143rd Street and tied into the existing interceptor line. A 25-foot permanent easement across the platted lots was required to reach 143rd Street. The houses in the area are large compared to the lots, making it very difficult to place a 25-foot wide easement without impacting improvements. This, coupled with elevations, made the undeveloped lot in the 800 block of Springdale the optimum choice. One of the last undeveloped parcels adjoining the Crestview golf course was in the 800 Block of North Springdale.

Analysis: The city negotiated and purchased the lot. At that time, October 26, 2004, Wichita City Council approved the transaction and the resale of the lot. With the project completed and the surface restored, the lot has been listed for sale on the open market. There were a number of inquires and five offers to purchase were made. The highest offer received is \$55,250. This will be a cash transaction offsetting the acquisition cost of the lot.

Financial Considerations: The funds received from this transaction will go to Water and Sewer. This property will go back onto the tax roll.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the disposition and authorize all necessary signatures.

Agenda Item No. 15.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0201

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures Council Districts I, II and VI

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the resolutions.

Background: On February 6, 2006, the Board of Code Standards and Appeals (BCSA) held a hearing on the following nine (9) properties. These properties are considered dangerous and unsafe structures, and are being presented to schedule a condemnation hearing before the Governing Body.

Analysis: Violation notices have been issued on these structures, however, compliance has not been achieved. Pre-condemnation and formal condemnation letters were issued and the time granted has expired. No action has been taken to repair or remove these properties.

<u>Property Address</u>	<u>Council District</u>
a. 1218 North Cleveland	I
b. 1316 North Kansas	I
c. 1456 North Piatt	I
d. 1513 North Grove	I
e. 2105 North Minnesota	I
f. 2547 Raleigh	I
g. 1627 South Lulu	I
h. 3003 North Salina	VI
i. 15300 East Kellogg (U.S. 54)	II

Legal Considerations: These structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita shall cause them to be deemed as dangerous and unsafe buildings, as required by State Statute for condemnation consideration.

Recommendations/Actions: Adopt the attached resolutions to schedule a hearing and place these matters on the agenda for a Hearing before the Governing Body on April 11, 2006 at 9:30 a.m. or as soon thereafter.

Agenda Item 16.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0202

TO: Mayor and City Council Members

SUBJECT: 2006 Community Services Block Grant Application

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the application and authorize the Mayor to sign.

Background: The Community Services Block Grant (CSBG) is a federal program targeted to the needs of the low-income. Funds are awarded by formula to Community Action Programs (CAPs) throughout the state. The City of Wichita has been a CAP and received CSBG funds since the mid-1970's. The Career Development Division of the General Government Department administers the CSBG program locally.

Analysis: An annual application is required for receipt of the CSBG funds. Activities in the application include the prescription drug component of Project Access, support of the Neighborhood City Halls, summer day care and recreation for children of low-income families through the Park Department's Summer of Discovery, and neighborhood clean-ups. The total grant amount is \$990,358, a 2.5% reduction from the 2005 grant due to reductions in the federal allocation.

Financial Considerations: No general operating funds from the City's budget are obligated by the application. Attached is a projection of program expenditures.

Legal Considerations: The CSBG Review Committee met on February 8, 2006 to consider the Application and voted unanimously to recommend approval by the City Council.

Recommendation/Action: It is recommended that the City Council approve the 2006 CSBG application and authorize the Mayor to sign.
The following are the anticipated expenditure levels for the activities described in the CSBG application:

Summer of Discovery		\$ 75,000
Neighborhood Clean-Ups	\$	25,000
Project Access		\$300,000
Neighborhood Centers		\$323,972
Homeless Overflow Shelter		\$ 12,500
Case Mgmt. & Employment Services		\$ 70,000
Administration		\$147,999
Administration for Alcohol and Substance Abuse Programs		\$ 35,887
TOTAL		\$990,358

Agenda Item 17.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0203

TO: Mayor and City Council

SUBJECT: Justice Assistance Grant

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the application.

Background: The City of Wichita Police Department and Sedgwick County Sheriff's Office have received notification they are eligible to receive 2006 Justice Assistance Grant (JAG) funding. The JAG Funding replaces the previous Local Law Enforcement Grant and Byrne Grant funding. The City of Wichita and Sedgwick County are required to submit a joint application for JAG funding, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used. The City of Wichita and Sedgwick County are eligible for a total of \$239,849 in federal funding, to be shared equally at \$119,925 each. Sedgwick County will be the applicant/fiscal agent for the joint funds.

Analysis: Prior to beginning the JAG application process, a Memorandum of Understanding, MOU, will be signed by both Sedgwick County and City of Wichita officials, outlining the administration and distribution of the grant funds. The Sedgwick County Commission will hold a public hearing for the joint JAG application on March 1, 2006, allowing public comment by citizens. The Wichita Police Department will use their share of the JAG funding for Law Enforcement purposes to ensure a Safe and Secure Community.

Financial Considerations: The City of Wichita will receive \$119,925 in 2006 Justice Assistance Grant funding. There is no local match requirement.

40,000 Overtime
15,000 Lease vehicles-Field services
25,000 Police equipment
30,000 KADR (KS Adult Disposition Report)
9,925 Travel Bomb Squad
119,925 Total

Legal Considerations: The required Memorandum of Understanding will be reviewed by the Law Department

Recommendations/Actions: It is recommended that the City Council approve the MOU and authorize the appropriate signatures.

GMS APPLICATION NUMBER 2006 - F - 1883 - KS - DJ

(Mandatory)

CITY CLERK

CONTRACT NO. _____

COUNTY CLERK

CONTRACT NO. _____

THE STATE OF KANSAS

KNOW ALL BY THESE PRESENT

COUNTY OF SEDGWICK

INTERLOCAL AGREEMENT

**BETWEEN THE CITY OF WICHITA, KANSAS AND COUNTY OF SEDGWICK
2006 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ____ day of _____, 2006, by and between The COUNTY of Sedgwick, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of Wichita, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Sedgwick County, State of Kansas, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections K.S.A. 12-2908, et seq Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the COUNTY agrees to provide the CITY \$ 119,924.50 from the JAG award for the “Law Enforcement to Ensure a Safe and Secure Community” Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds. **NOW THEREFORE, the COUNTY and CITY agree as follows:**

Section 1. COUNTY agrees to pay CITY a total of \$ 119,924.50 of JAG funds.

Section 2. COUNTY agrees to use \$ 119,924.50 for the Local Automated Fingerprint I.D. System (AFIS) Program until 9-30-09 (date). Page 1 of 2 GMS APPLICATION NUMBER 2006 - F - 1883 - KS – DJ (Mandatory)

Section 3. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 4. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 5. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF WICHITA, KANSAS BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

MAYOR BEN SCIORTINO, Chairman
Commissioner, Fifth District
ATTEST: APPROVED AS TO FORM:

CITY CLERK DON BRACE, County Clerk
APPROVED AS TO FORM:

CITY ATTORNEY OFFICE OF THE COUNTY COUNSELOR

Agenda Item No. 18.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0204

TO: Mayor and City Council

SUBJECT: Aerial Photography Services Update

INITIATED BY: Water & Sewer Department and IT/IS Department

AGENDA: Consent

Recommendation: Approve the expenditure for updating aerial photography services and the Contract with Kucera International Inc.

Background: In a joint purchasing cooperative effort, Sedgwick County and the City of Wichita accepted proposals for Aerial Photography Services on December 23, 2005. With the high growth in Wichita over the past few years, new aerial photography is necessary to replace existing aerial photography. Aerial photography is typically updated once every three years and serves as the base layer from which all other Geographic Information System (GIS) layers are created and maintained. There are many GIS users throughout the City who access the aerial photography on a daily basis. City departments also use aerial photography for a variety of projects and presentations.

Analysis: Maintaining up-to-date aerial photography is critical for the Water & Sewer Department for mapping and planning for future growth. The Planning Department also has an interest in aerial photography for specific areas adjacent to Wichita, as required by Federal Mandate to participate in the Metropolitan Planning Organization. Current aerial photography provides advantages such as studies of growth and areas requiring transportation adjustments.

The standard City of Wichita Selection Committee, including Water and Sewer and Sedgwick County representatives, reviewed all proposals considering the criteria within the Request for Proposal and selected three consultants to be interviewed by phone. Kucera International's proposal met all of the evaluation criteria; therefore, Kucera International Inc. was selected for the Aerial Photography Services.

Financial Considerations: The total expenditure for these services will be \$125,735. The City of Wichita will contribute a total of \$86,320, and will fund the project as follows: \$85,754 from Water Utility revenues and reserves, and/or a future revenue bond issue, through CIP W-599, Aerial Photography and Orthophotos; and \$566 for areas in Sumner County for the Metropolitan Area Planning Department through a Kansas Department of Transportation grant funding the 2006 Unified Planning Work Program. Sedgwick County will fund \$39,415 for Aerial Photography in the County.

Legal Considerations: The Law Department will review the Contract and Resolution and approve them as to form.

Recommendation/Action: It is recommended that City Council: 1) approve the Contract with Kucera International Inc.; 2) adopt the Resolution; and 3) authorize the necessary signatures.

RESOLUTION

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED One Hundred Fifty Thousand Dollars (\$150,000) EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 28, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1.It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, those improvements to the Aerial Photography and Orthophotos, (2006 CIP W-599) (the "Project"). The total costs of the Project are estimated to be one hundred fifty thousand dollars (\$150,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2.It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3.It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one hundred fifty thousand dollars (\$150,000) exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on February 14, 2006.

(Seal) _____
CARLOS MAYANS, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

(Published in the Wichita Eagle, on _____, 2006.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$150,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 06-_____, duly adopted February 14, 2006, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water & Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, the aerial photography and orthophotos(2006 CIP W-599) (called the "Project". The total costs of the Project are estimated to be one hundred fifty thousand dollars (\$150,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$150,000, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on February 14,2006.

/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Agenda Item 19.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0205

TO: Mayor and City Council Members

SUBJECT: Central Plains Regional Health Care Foundation Contract Amendment

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the amendment and authorize the Mayor to sign.

Background: The City contracts \$300,000 in federal Community Services Block Grant (CSBG) funds annually to the Central Plains Regional Health Care Foundation, Inc. to provide prescription drugs to the area's low-income residents as part of the Foundation's Project Access. The Foundation has requested that \$40,000 of the existing contract be re-budgeted to pay a portion of salary expenses for two service coordinators to help patients receive donated health care services and prescription assistance. The balance of the cost for these positions will be paid through a grant from United Way of the Plains.

Analysis: Project Access' CSBG funding has remained constant at the \$300,000 level for four years, despite rising drug costs. Since the program start in 1999, the staff has arranged in-kind services totaling:

Physicians	\$13,712,249
Hospitals	\$32,709,670
Pharmaceuticals	\$ 1,159,688 (since late 2003)
TOTAL	\$47,581,607

Based on its leverage history, Project Access estimates a return of \$75 in donated services and drugs for every \$1 spent on staff.

Financial Considerations: No general operating funds from the City's budget are committed in this contract. This is a request to re-budget \$40,000 in federal grant funds already contracted from prescription drugs to staff salaries. No additional funds are being requested.

Legal Considerations: The City's Law Department has reviewed the amendment and approved as to form.

Recommendation/Action: It is recommended that the City Council approve the amendment and authorize the Mayor to sign.

Agenda Item No. 20.

**City of Wichita
City Council Meeting
February 28th, 2006**

Agenda Report No. 06-0206

To: Mayor and City Council

Subject: Resolution Authorizing Section 5307, 5316, 5317 and CMAQ Grants from the Federal Transportation Administration (FTA) (All Districts)

Initiated By: Wichita Transit

Agenda: Consent Agenda

Recommendation: Approve Resolutions authorizing filing of grant application.

Background: The Federal Transportation Administration (FTA) grant application process requires a resolution by the governing body authorizing Staff to file grant applications to receive funds and administer the grant's program. The purpose of this Resolution is to authorize Staff to file for eligible federal funds for the support of the City's transit services for CY2006 capital purchases and transit operation (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment - \$3,467,714), New Freedom initiative (pursuant to Section 5317 - \$99,867), Access To Jobs (pursuant to Section 5316 - \$183,743) and projects to mitigate air pollution in the City of Wichita (pursuant to CMAQ - Congestion Mitigation Air Quality funds - \$124,000). The authorized total federal apportionment for FY2006 is \$3,875,324. A public hearing was held on January 30th, 2006, with no adverse comments. Section 5307 and CMAQ grants are 80% federal and 20% local match programs, while Section 5316 and Section 5317 grants are 50% federal and 50% local match programs.

Analysis: The proposed Resolution authorizes funding to support the following:

- Safety and Security programs;
- New Freedoms initiatives;
- Maintenance, including personnel costs, vehicle overhauls, parts and equipment;
- Special Services, including ADA operating expenses, and purchased services;
- Planning and training activities;
- Pass through funding for urbanized area operators (Sedgwick and Butler Co., Park City, Derby/Haysville) for planning and preventive maintenance and the purchase of one van;

- Congestion Management Air Quality (CMAQ) shuttle and rideshare projects to mitigate air pollution; and
- Access To Jobs funds for low-income clients to get to and from work.

Financial Consideration: The total grant budget is \$5,356,837; federal share is \$3,875,324. The local share will be split between the City of Wichita (\$995,513), KDOT (\$411,000), and other local, non-City of Wichita, funds (\$75,000). All City of Wichita funds are programmed into the CY 2006 budget.

Legal Consideration: The Law Department has reviewed and approved the Resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the Resolution and authorize the necessary signatures.

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 , AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT FY 2006 SECTION 5307, SECTION 5316, SECTION 5317 AND CMAQ PROJECTS

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the City of Wichita, and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects/programs: Pursuant to Section 5307 – Annual Urbanized Formula Funds: planning and training activities; a safety program; facility improvements and renovations; maintenance functions including personnel costs, vehicle overhauls, parts and equipment purchases; Special Services functions including ADA operating expenses; transit enhancements and security projects; planning and preventive maintenance expenses for local area service providers; and for capital cost of contracting third party services. Pursuant to Section 5316 – Access To Jobs: transportation for low-income clients to travel to and from work. Pursuant to Section 5317 – New Freedom: providing transit services beyond ADA requirements. Pursuant to Section CMAQ – Congestion Mitigation Air Quality: projects to mitigate air pollution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City Manager is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. § 5307, § 5316, § 5317 and CMAQ projects.
2. That the City Manager is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the City Manager is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. § 5307, § 5316, § 5317, and CMAQ certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City of Wichita. ADOPTED at Wichita, Kansas on February 28, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 21.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report 06-0207

TO: Mayor and City Council Members

SUBJECT: U.S. Economic Development Administration Application for Aviation Technical Center Funding

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve application and authorize Mayor to sign.

Background: During the last year, a team of public and private sector professionals have been working on the concept and design of the Aviation Technical Center, to be located on vacant land at the City's Jabara Airport. The February 7, 2006 City Council workshop included an update on the project. Funding of the project will be a combination of federal, state, local, and private investments, with Sedgwick County responsible for the debt service and operational costs.

In November, 2005, the South Central Kansas Economic Development District (SCKEED), acting on behalf of the partners, submitted a funding pre-application for \$1.5 million to the U.S. Economic Development Administration (EDA), to pay a portion of the project's design, site work, construction, and administrative fees. SCKEDD received approval in January to proceed with the complete application, which is due March 1, 2006.

Analysis: The complete application is being written by project team members and will be completed by February 27. Although the application will include projections for the balance of the project funds, the City will affirm its commitment at a later date.

Financial Considerations: Finance Department staff is preparing options for the City's financial commitment for a Council presentation in mid-March. Sedgwick County is taking responsibility for financing the project.

Legal Considerations: The Law Office will review the complete application prior to the Mayor's signature. SCKEDD will be responsible for administering the EDA grant.

Recommendation/Action: Approve application and authorize Mayor to sign.

Agenda Item No. 23.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0208

TO: Mayor and City Council Members

SUBJECT: ZON2004-00024 – Extension of time to complete the platting requirement for a zone change
from “SF-5” Single-Family Residential and “LC” Limited Commercial to “LI” Limited Industrial.
Generally located northeast of the 47th Street South and Broadway intersection. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve one-year extension of time to complete platting.



Background: On July 20, 2004, the Wichita City Council considered the above request. The action of the City Council was to approve, subject to platting within one year, and the provisions of Protective Overlay #142. On July 13, 2005, the applicant sought and received a six-month administrative platting extension, making the current platting deadline January 20, 2006. The applicant submitted a one-year plat extension request to planning staff on January 18, 2006. The applicant indicates in the attached letter that the plat has been submitted and approved by MAPD; the applicant is in the process of revising the plat drainage plan in response to a new FEMA Drainage Study. Therefore, the applicant requests an additional one-year platting extension. This platting extension request requires City Council approval.

Analysis: Staff recommends that a one-year extension of time to complete platting requirements be granted to January 20, 2007. The City Council may deny the request for an extension of time to complete platting. Denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve a one-year platting extension to January 20, 2007.

Agenda Item 24.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0209

TO: Mayor and City Council Members

SUBJECT: CUP2002-00038 (DP-67 Amendment #5) and ZON2002-00055 – Extension of time to complete the platting requirement for an amendment to the Northborough Community Unit Plan (CUP)

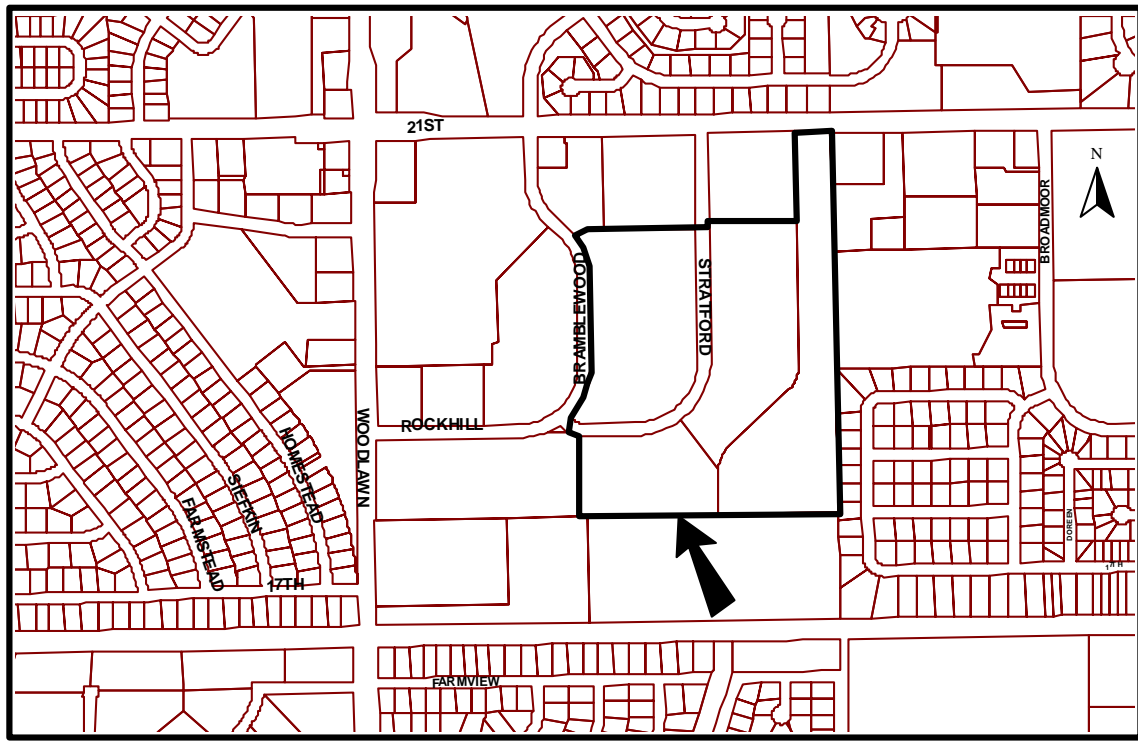
and a zone change from “GO” General Office and “MF-18” Multi-Family Residential to “OW” Office

Warehouse. Generally located south of 21st Street North and east of Woodlawn. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve extended platting deadline of June 8, 2006.



Background: On January 7, 2003, the City Council approved an amendment to the Northborough Community Unit Plan and a zone change from “GO” General Office and “MF-18” Multi-Family Residential to “OW” Office Warehouse for approximately 47 acres located south of 21st Street North and east of Woodlawn. Approval was subject to the condition of platting the property within one year. Platting extensions granted by the City Council have extended the platting deadline to February 8, 2006. The attached letter states that the agent for the applicant filed a plat for public hearing, and is proceeding to finalize the plat, to include resolving drainage issues. The applicant has requested a 120 day extension to complete platting by June 8, 2006.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted to June 8, 2006. The City Council may deny the request for an extension of time to complete platting. Denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extension of time to complete platting to June 8, 2006.

Agenda Item 25.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report 06-0210

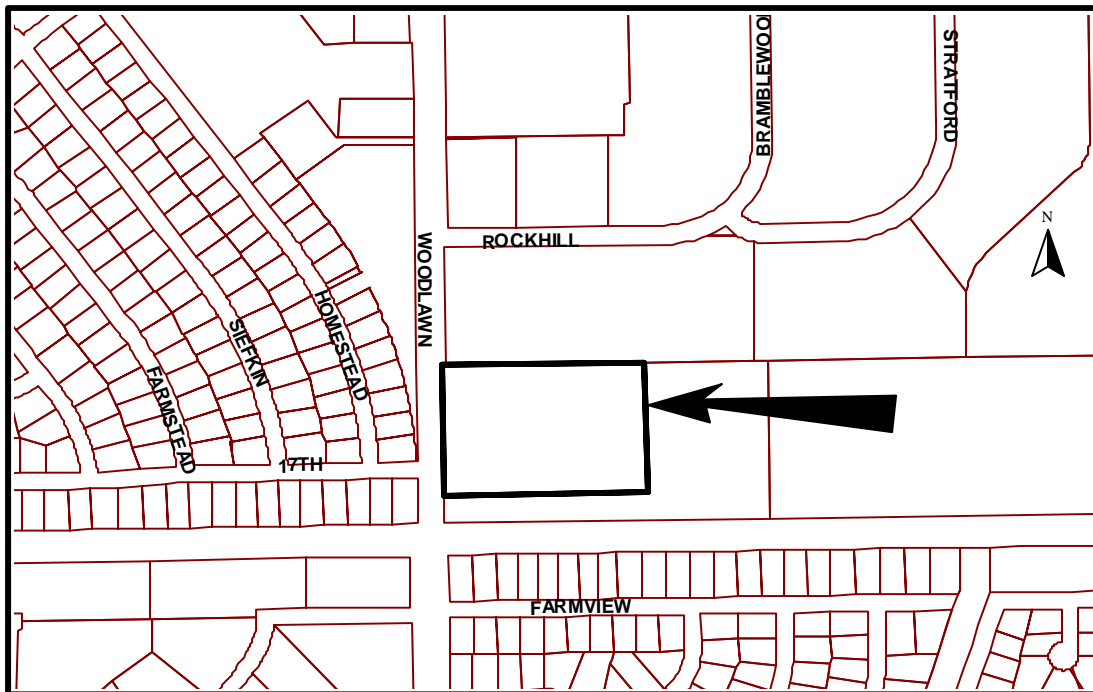
TO: Mayor and City Council Members

SUBJECT: CUP2002-00039 (DP-263) and ZON2002-00057 – Extension of time to complete the platting requirement for the Woodborough Commercial Community Unit Plan and a zone change from “SF-5” Single-Family to “LC” Limited Commercial. Generally located south of Rockhill and east of Woodlawn. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of June 8, 2006.



Background: On February 4, 2003, the City Council approved the creation of DP-263 Woodborough Commercial CUP and a zone change from “SF-5” Single-Family to “LC” Limited Commercial on approximately seven acres generally located south of Rockhill and east of Woodlawn. Approval of the request was subject to the condition of platting the property within one year. Three platting extensions granted for this request have extended the platting deadline to February 8, 2006.

A plat of the property was approved by the Planning Commission on March 11, 2004, but the plat has not been completed. The applicant indicates in the attached letter from their agent that platting the property has been delayed. Therefore, the applicant has requested a 120 day platting extension with a new deadline of June 8, 2006.

Analysis: Staff recommends that the requested extension be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of June 8, 2006.

Agenda Item No. 26.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report 06-0211

TO: Mayor and City Council Members

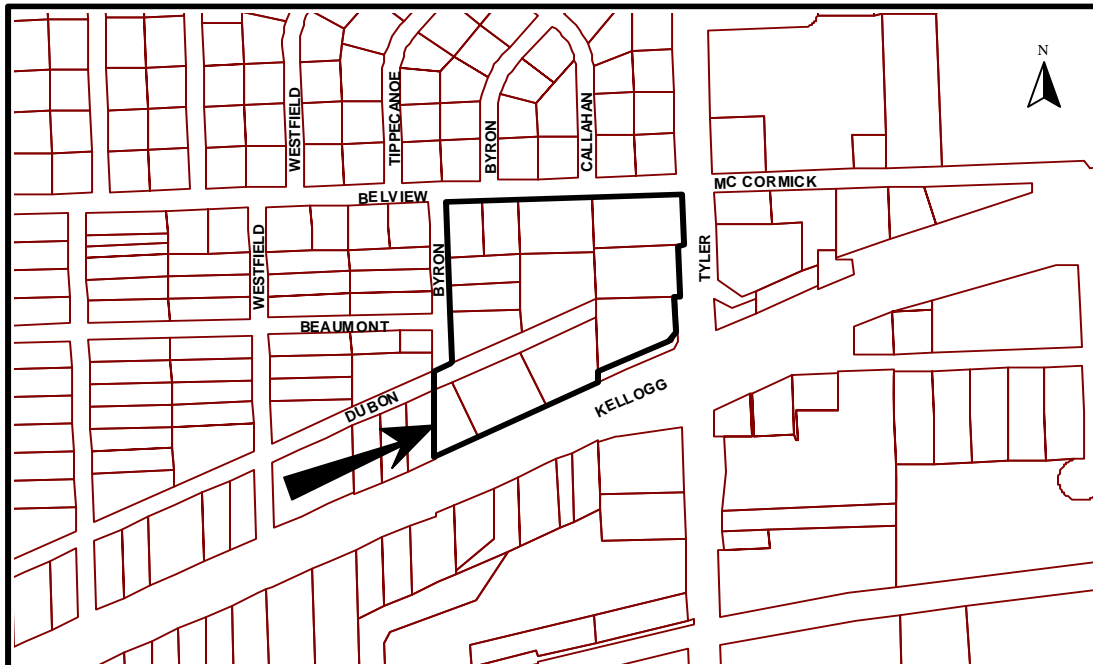
SUBJECT: CUP2003-00052 (DP-268) and ZON2003-00050 – Extension of time to complete the platting requirement for the Holland Commercial Community Unit Plan and a zone change from “SF-5”

Single-Family and “LC” Limited Commercial to “GC” General Commercial. Generally located north of Kellogg and west of Tyler. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of June 8, 2006.



Background: On December 16, 2003, the City Council approved the creation of DP-268 Holland Commercial CUP and a zone change from “SF-5” Single-Family and “LC” Limited Commercial to “GC” General Commercial on approximately 12 acres generally located north of Kellogg and west of Tyler. Approval of the request was subject to the condition of platting the property within one year. The applicant has received plat extensions through February 8, 2006. As the attached letter indicates, a plat has been prepared, submitted to the planning department, and will be scheduled for hearing. The applicant requests a 120-day platting extension to June 8, 2006.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of June 8, 2006.

Agenda Item No. 27.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0212

TO: Mayor and City Council

SUBJECT: VAC2005-00044 Request to vacate a utility easement dedicated by separate instrument. Generally located south of 21st Street North and west of Webb Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

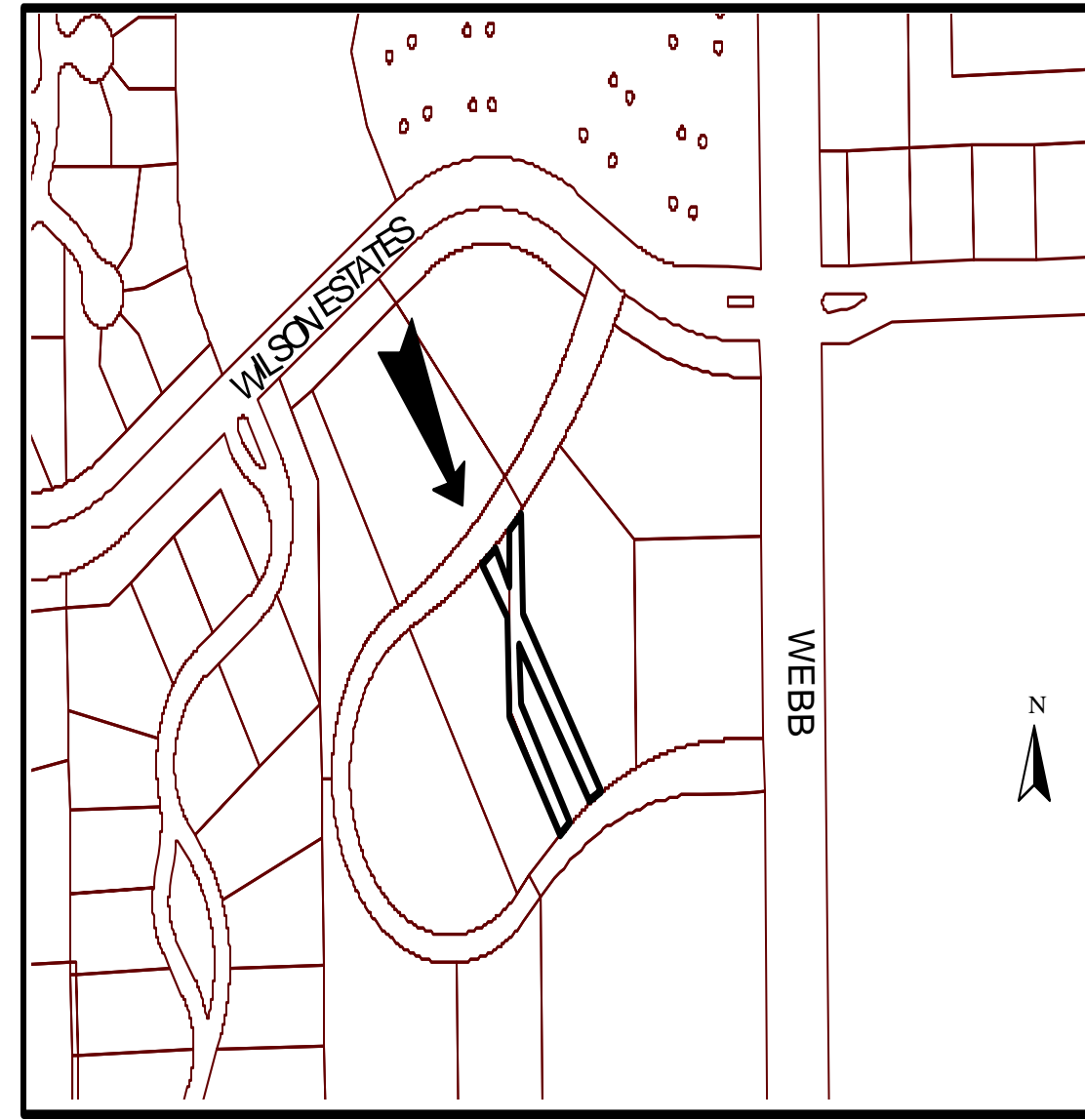
Background: The applicant is requesting consideration for the vacation of a 20-foot utility easement dedicated by separate instrument (Film/Page 28589615) located on lots 4 and 5, Wilson Estates Medical Park 2nd Addition, Wichita, Sedgwick County, Kansas. The easement that will be vacated was dedicated and recorded as a condition for VAC2004-24. There are no utilities, manholes, sewer or water lines in the easement. The Wilson Estates Medical Park 2nd Addition was recorded with the Register of Deeds on January 8, 2004.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None

Legal Considerations: A certified copy of the Vacation Order and an easement dedicated by separate instrument will be recorded with the Register of Deeds

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.



Agenda Item No. 28.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0213

TO: Mayor and City Council

SUBJECT: VAC2005-00049 Request to vacate a portion of a platted easement. Generally located south of 21st Street North and west of Webb Road.(District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

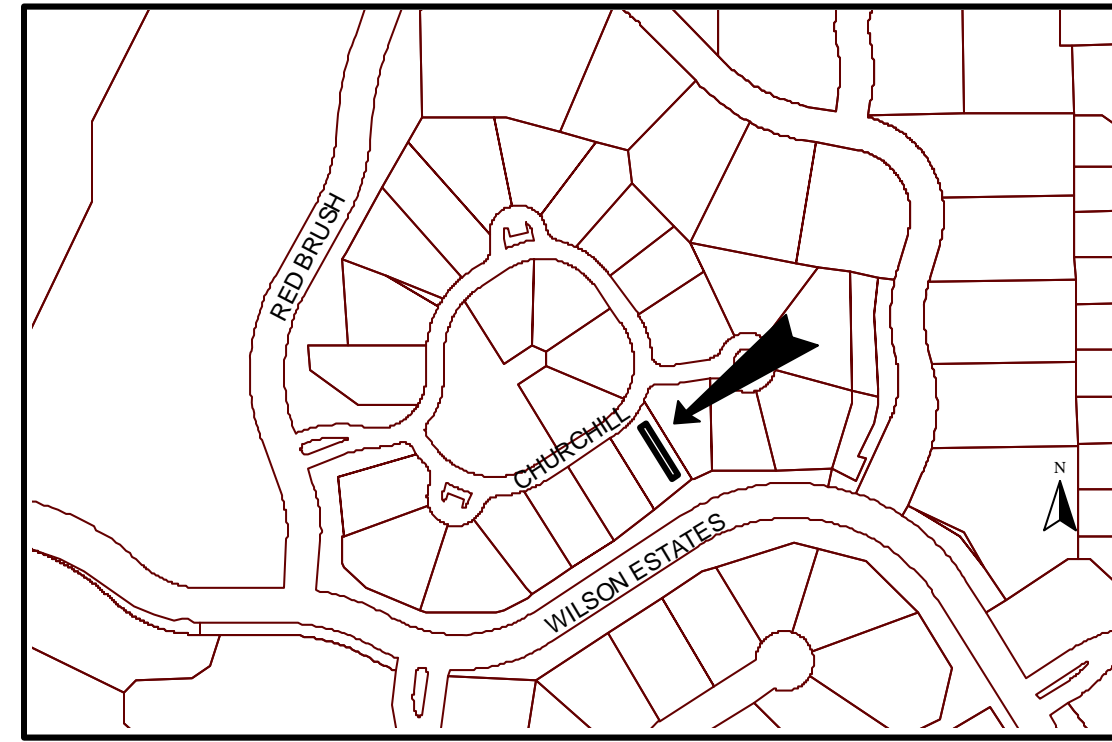
Background: The applicant is requesting consideration for the vacation of the west 5-feet of the platted 20-foot utility easement located on Lot 17, Block 2, the Wilson Farms Second Addition. The applicant proposes to build a single-family residence on the site. There are no manholes, water or sewer lines or other utilities in the easement. The minimum width for an easement located in an interior side yard, per the Subdivision Regulations, is 10-feet. Per the Unified Zoning Code, the interior side yard setback for the "SF-5" zoning district is 6-feet. The 6-foot interior side yard setback remains in effect and an encroachment into it would require an Administrative Adjustment (20% reduction of the interior side yard setback) to remove the encroachment. The Wilson Farms Second Addition was recorded with the Register of Deeds on May 25, 2000.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.



Agenda Item 29.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0214

TO: Mayor and City Council Members

SUBJECT: SUB 2005-83 -- Plat of Marie's Meadow North Addition, Located on the Northeast Corner of 183rd Street West and Pawnee.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

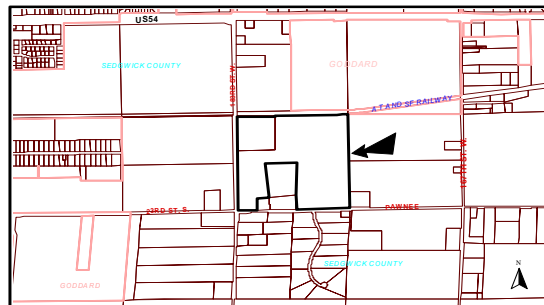
Background: This site, consisting of 24 lots on 134.76 acres, is located within three miles of Wichita's city limits. This site is zoned RR, Rural Residential District.

Analysis: The site has been approved by the County Code Enforcement for the use of on-site sanitary sewer and water facilities. An off-site Drainage Agreement has been provided. This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days

Financial Considerations: None.

Legal Considerations: The off-site Drainage Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat and authorize the necessary signatures.



Agenda Item No. 30.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report 06-0215

TO: Mayor and City Council Members

SUBJECT: SUB 2005-55 -- Plat of Midland Baptist Church 2nd Addition, Located East of Ridge Road and on the South Side of 45th Street North.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

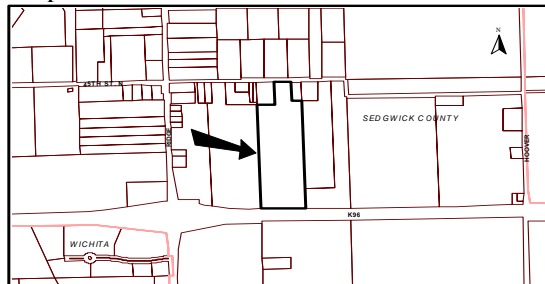
MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on 32.31 acres, is located within three miles of Wichita's city limits. This site is zoned SF-20, Single-family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for future sewer and water improvements. The site has been approved by County Code Enforcement for the use of on-site sanitary sewer and water facilities. A Restrictive Covenant was submitted to provide for the ownership and maintenance of the proposed reserves. As requested by County Engineering, a No-Protest Agreement for the future paving of 45th Street North has been submitted. This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petition, Restrictive Covenant and No-Protest Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



Agenda Item No. 31.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0216

TO: Mayor and City Council Members

SUBJECT: SUB 2005-121 -- Plat of Reed's Cove Fourth Addition, Located on the East side of 127th Street East and South of 21st Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

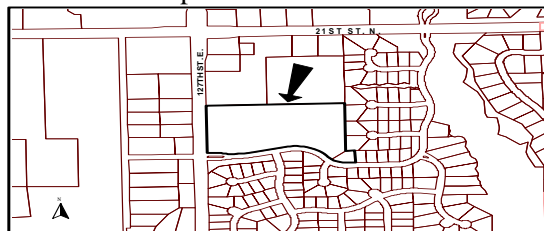
Background: This site, consisting of 33 lots on 13.89 acres, is a replat of Lots 39 and 40, Block 1, Reed's Cove Addition. This site is zoned SF-5, Single-family Residential District and MF-18, Multi-family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, water and sewer improvements. Since this is a replat of a previous addition involved with the ownership and maintenance of reserves for that addition, but not being replatted by this addition, a Restrictive Covenant was submitted to continue sharing in the ownership and maintenance responsibilities of any such previously platted reserves. The Restrictive Covenant also provides four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street. This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Legal Considerations: The Certificate of Petitions and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



Agenda Item 32.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0217

TO: Mayor and City Council Members

SUBJECT: DED 2006-04 -- Dedication of Access Control and DED 2006-05 -- Dedication of Street Right-of-Way, for Property Located East of Seneca and North of 47th Street South. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedications.

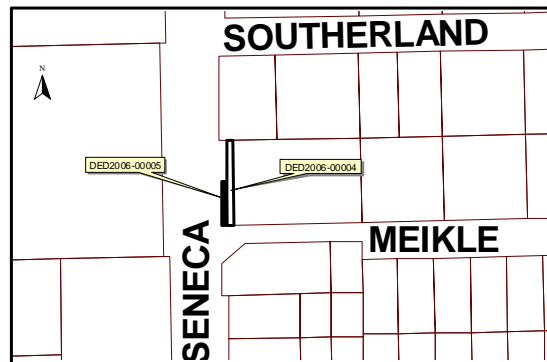
Background: The Dedications are associated with a lot split case (SUB 2004-154), and are being dedicated for ten feet of addition street right-of-way along Seneca and complete access control, except for one opening, along Seneca.

Analysis: None.

Financial Considerations: None.

Legal Considerations: The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.



Agenda Item No. 33.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0218

TO: Mayor and City Council Members

SUBJECT: SUB 2005-98 -- Plat of Clifton Heights Addition, Located East of Hillside and on the North Side of 55th Street South. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

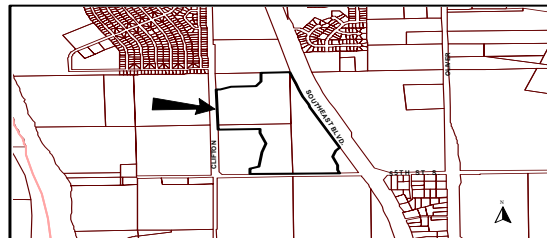
Background: This site, consisting of 178 lots on 78.3 acres, adjoins Wichita's city limits. Since annexation is a condition for approval of this plat, the corresponding annexation case (A06-05) is on the same agenda. After annexation, the site will be zoned SF-5, Single-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, paving, left-turn lane and drainage improvements. A Restrictive Covenant was submitted to create a Lot Owners' Association for the ownership and maintenance of the proposed reserves being platted for drainage purposes. This Covenant also provides four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street. Since this site is located within the noise impact area of McConnell Air Force Base, an Avigational Easement and Restrictive Covenant were also submitted. This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Legal Considerations: The Certificate of Petitions, Restrictive Covenants and Avigational Easement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



Agenda Item No. 34.

**City of Wichita
City Council Meeting
February 28, 2006**

Agenda Report No. 06-0219

TO: Mayor and City Council Members

SUBJECT: A06-05R Request by Jay Russell, of JRD, LLC, to annex land generally located northwest of the intersection of 55th Street and K-15. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 115.3 acres of land generally located northwest of the intersection of 55th Street and K-15, immediately south of the Oaklawn/Sunview Improvement District. The annexation area abuts the city of Wichita east of the Arkansas River. On November 3, 2005, the Metropolitan Area Planning Commission approved the Clifton Heights Final Plat for recommendation to the Wichita City Council to develop 178 single-family residential lots located east of Clifton Road. A condition of the Final Plat approval is annexation into the City of Wichita or a Sedgwick County rezoning approval. In addition, the developer is also anticipating a rezoning of adjacent property from "SF-5" Single-Family Residential to "LC" Limited Commercial, "GC" General Commercial and "MF-29" Multi-Family Residential.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 115.3 acres of property currently zoned "SF-20" Single-Family Residential, which upon annexation will convert to "SF-5" Single-Family Residential. Property to the north of the subject property is zoned "SF-20" Single-Family Residential and "LI" Limited Industrial, and consists of a mixture of vacant land and the Pinnaire Mobile Home Park. Property to the east and south is zoned "SF-20" Single-Family Residential and is currently vacant. The Arkansas River borders a portion of the subject property to the west, but land on the west side of the Arkansas River is currently developed and zoned as "SF-5" Single-Family Residential and "MH" Manufactured Housing.

Comprehensive Plan: The subject property falls within the 2030 Wichita Urban Growth Area, but the proposed residential use is not consistent with the land use designation of the 2030 Wichita Functional Land Use Guide of the Wichita-Sedgwick County Comprehensive Plan that has anticipated employment/industrial uses for the area east of Clifton.

The proposed residential use is also not consistent with the *Oaklawn/Sunview Neighborhood Revitalization Plan*, adopted on March 20, 2002, as an amendment to the *Wichita-Sedgwick County Comprehensive Plan*. The *Oaklawn/Sunview Neighborhood Revitalization Plan* recommends that no more 'new' single-family residential development occur within the Oaklawn/Sunview Neighborhood Revitalization Planning Area due to a combination of development constraints including floodplain issues, noise impact zones and accident potential zones. The Planning Area includes the entire proposed annexation property. In addition, the Plan specifically addresses the area east of Clifton, from Oaklawn Elementary School to 55th Street South, recommending warehousing and light manufacturing as an appropriate future land use in order to place very little demand for water and sewer services. However, the noise impact of the McConnell Air Force Base has been reduced since the Plan was adopted and could alter this recommendation.

The subject property is also located within the Maximum Mission Area of the McConnell AFB, as identified in the *McConnell AFB Joint Land Use Study*, accepted by the Wichita City Council on May 13, 2005. The study recommends against residential development in the Maximum Mission Area for a two-year period, in order to maximize the future mission options for the base. An Implementation Committee with representatives from the City of Derby, the City of Wichita, Sedgwick County, McConnell AFB and other key stakeholders are evaluating the implications of implementing the proposed recommendations contained in the JLUS. The governing bodies have made no definite decisions as to which recommendations to implement at this time.

Public Services: The nearest water line is a 12" line located in Clifton, coming south from Oaklawn and ending near the north end of the subject property. There are also 8" public lines between the existing mobile home park and the subject property. There is also a 24" sewer main in Clifton that runs through the subject property.

Street and Drainage System: The subject property borders K-15 to the east and a portion of 55th Street to the south. In addition, Clifton Street runs through the middle of the subject property. K-15 is a paved, four-lane highway, while 55th Street and Clifton Street are both paved, two-lane roads. The 2006 Transportation Improvement Program, the City of Wichita Capital Improvement Program (CIP) 2005-2014 and the Sedgwick County Capital Improvement Program 2006-2010 do not call for street improvements near the proposed annexation site. The Sedgwick County Capital Improvement Program 2006-2010 has scheduled drainage improvements on the subject property, between Clifton and K-15, that will construct a channel to convey drainage from the bridge under K-15 to the existing channel west of Clifton.

Public Safety: Fire services to this site can be provided by the City of Wichita within a seven (7) to eight (8) minute approximate response time from City Station No. 19, located at 4440 S. Broadway. Upon annexation, police protection will be provided to the area by the Patrol South Bureau of the Wichita Police Department, headquartered at 211 E. Pawnee.

Parks: Emery Park, a 30-acre park, is located approximately 2 miles to the northwest of the proposed annexation site and contains two tennis courts, a BMX track, a concession stand, a basketball court, a children's play area, a restroom, a drinking fountain and a parking area. Chapin Park, a 190-acre park, is located approximately 2 1/2 miles to the northwest from the proposed annexation site and is currently open space that is used by the Radio Control Club for model airplane flying. Palisade Park, a 5-acre park, is located approximately 2 miles to the west of the subject property and is an open space neighborhood park. South Lakes Park, a 250-acre park, is approximately 2 1/2 miles to the west of the proposed site and contains 16 soccer fields, 8 softball diamonds, 1 football field, 3 concession stands, 4 fishing lakes and 2 parking areas. In addition, the South Arkansas River Greenway, a 158-acre park, is approximately 2 miles to the south of the subject property and is undeveloped parkland along the Arkansas River. According to the 1996 Parks and Open Space Master Plan, a pathway has been proposed that would run along the west edge of the proposed property along the Arkansas River. In addition, a potential future park site has been proposed on the west portion of the subject property.

School District: The subject property is part of the Unified School District 260 (Derby School District). Annexation will not change the school district.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$42,423 with a total assessed value of \$8,296. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$357 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that approximately 178 single-family housing units will be developed within the next five years. The total appraised value of this residential development after completion is estimated at \$14,240,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$51,430 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.

(150004) PUBLISHED IN THE WICHITA EAGLE ON _____
ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS,
PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND
BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A06-05)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District III respectively: Government Lot 4 lying east of the Arkansas River in Sec. 22, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, EXCEPT the south 600.00 feet thereof. AND ALSO:

That part of Lot 1, Pinaire Mobile Home Park to Sedgwick County, Kansas described as beginning at the southeast corner of said Lot 1; thence N00°00'06"W along the east line of said Lot 1, 805.00 feet; thence S79°41'19"W, 177.29 feet; thence N30°00'23"W, 35.00 feet; thence S59°59'37"W, 1154.85 feet to a point 226.00 feet north of the south line of said Lot 1; thence S89°59'54"W parallel with the south line of said Lot 1, 570.00 feet to a point on the west line of said Lot 1; thence S00°00'06"E, 226.00 feet to the southwest corner of said Lot 1; thence S89°59'54"E along the south line of said Lot 1, 1762.14 feet to the point of beginning. AND ALSO: That part of the SE ¼ of Sec. 23, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas described as follows: Commencing at the NW corner of said SE ¼; thence S00°06'02"W along the west line of said SE ¼, 22.75 feet for a point of beginning; thence continuing S00°06'02"W along the west line of said SE ¼, 2584.42 feet to the SW corner of said SE ¼; thence N89°55'38"E along the south line of said SE ¼, 1116.97 feet to a point on the westerly right-of-way line of The Atchison, Topeka, and Santa Fe Railway Company, Deed Book 564, Page 289, (now Burlington Northern and Santa Fe Railroad); thence N25°04'46"W along said westerly right-of-way line, (Deed Book 564, Page 289), 1807.99 feet to the P.C. of a curve to the right in said westerly right-of-way line (Deed Book 564, Page 289); thence northerly along said westerly right-of-way line (Deed Book 564, Page 289), having a central angle of 09°57'01" and a radius of 5804.65 feet, an arc distance of 1008.08 feet, (having a chord length of 1006.81 feet bearing N20°06'15"W), to the point of beginning, subject to road rights of way of record and subject to railroad rights-of-way of record, EXCEPT there from the following described tract: Commencing at the SW corner of the SE ¼ of said Sec. 23; thence N89°55'38"E along the south line of said SE ¼, 786.61 feet for a point of beginning; thence N00°04'22"W, 60.00 feet; thence N21°07'06"W, 80.00 feet; thence N01°38'53"W, 132.71 feet; thence N21°23'51"W, 228.92 feet; thence N21°53'29"E, 161.84 feet; thence N55°39'31"E, 83.82 feet to a point on the westerly right-of-way line of The Atchison, Topeka, and Santa Fe Railway Company, Deed Book 564, Page 289, (now Burlington Northern and Santa Fe Railroad); thence S25°04'46"E along said westerly right-of-way line, (Deed Book 564, Page 289), 747.98 feet to a point on the south line of said SE ¼; thence S89°55'38"W along the south line of said SE ¼, 330.36 feet to the point of beginning, subject to road rights-of-way of record, TOGETHER with the E ½ of the SW ¼ of said Sec. 23, except that part of the E ½ of said SW ¼ described as follows: Beginning at the SW corner of the E ½ of said SW ¼; thence N00°00'06"W along the west line of the E ½ of said SW ¼, 1185.00 feet; thence N89°59'00"E, 721.77 feet; thence S00°01'00"E, 88.00 feet;

thence S17°54'31"E, 288.38 feet; thence S17°41'49"W, 234.62 feet; thence S06°06'51"W, 362.27 feet; thence S66°59'10"W, 158.00 feet; thence S00°01'00"E, 177.15 feet to a point on the south line of the E ½ of said SW ¼; thence S89°59'00"W along the south line of the E ½ of said SW ¼, 555.16 feet to the point of beginning, all being subject to road rights-of-way of record, AND EXCEPT that part of the E ½ of said SW ¼ described as follows: Beginning at the NW corner of the E ½ of said SW ¼; thence S89°17'18"E along the north line of the E ½ of said SW ¼, 785.06 feet; thence S00°00'06"E, 198.63 feet; thence S45°18'16"W, 140.66 feet; thence N89°23'22"W, 242.33 feet; thence S68°41'23"W, 302.36 feet; thence S89°59'54"W, 161.00 feet to a point on the west line of the E ½ of said SW ¼; thence N00°00'06"W along the west line of the E ½ of said SW ¼, 414.62 feet to the point of beginning, all being subject to road rights-of-way of record, AND EXCEPT that part of the E ½ of said SW ¼ described as follows: Beginning at the NE corner of said SW ¼; thence S00°06'02"W along the east line of said SW ¼, 22.75 feet to a point on the westerly right-of-way line of The Atchison, Topeka, and Santa Fe Railway Company, Deed Book 564, Page 289, (now Burlington Northern and Santa Fe Railroad); thence northerly along said westerly right-of-way line, (Deed Book 564, Page 289), being a curve to the right, having a central angle of 00°14'00" and a radius of 5804.65 feet, an arc distance of 23.63 feet, (having a chord length of 23.63 feet bearing N15°00'45"W), to a point on the north line of said SW ¼; thence S89°17'18"E along the north line of said SW ¼, 6.16 feet to the point of beginning.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 35.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0220

TO: Wichita Airport Authority

SUBJECT: 2006 Schedule of Fees and Charges and Resolution for Aircraft use of Wichita Mid Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Adopt the Schedule and the Resolution.

Background: Annually the Wichita Airport Authority (WAA) adopts a Schedule of Fees and Charges and a Resolution to establish certain rates for aviation users of Mid-Continent Airport. The fees are calculated to maintain adequate revenue streams that will cover budgeted operating and capital costs incurred to support the related functions.

Analysis: The landing fee and terminal space rent rate calculations are in accordance with the methodology established in the airline/airport use agreement and its application to the adopted budget. Other aviation use fees are set to reflect market price. Rates are established through resolution for those entities that do not hold agreements with the WAA at a higher rate to reflect the lack of fixed commitment. The proposed rates have been reviewed and approved by the Wichita Airport Advisory Board. Representatives from the signatory passenger carriers at Mid-Continent have also reviewed the rates and have agreed to those which apply to their operations.

Financial Considerations: The landing fee rate calculated for 2006 is 11% higher than the 2005 rate. The rate has not changed since 2004 so one-half of the increase is addressing escalations in payroll expenses, utilities, insurance costs, airfield pavement maintenance and fees paid to the City of Wichita that have occurred over a two-year period. The other one-half comes from a lower landing weight projection for the airlines. The average terminal rate is 4% higher than the prior year, which is attributable to some of the same expenditure changes. The rates included in the Schedule of Fees and Charges are expected to produce nearly \$5.5 million in revenues in 2006. The rate setting methodology for nearly 75% of those revenues is determined by lease agreements. The remainder of the use rates proposed are the same as 2005. All of the use rates can be altered at any time should that be necessary to recover costs. Rates will be retroactive to January 1, 2006.

Legal Considerations: Rates have been developed in accordance with Federal rates and charges regulations. The Resolution has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority adopt the Schedule of Fees and Charges and the Resolution of the Wichita Airport Authority implementing a schedule of fees and charges for scheduled passenger airlines, all to be retroactively effective to January 1, 2006.

RESOLUTION

A RESOLUTION OF THE WICHITA AIRPORT AUTHORITY ADOPTING AND IMPLEMENTING A SCHEDULE OF FEES AND CHARGES FOR PASSENGER AIRLINES

WHEREAS, the Wichita Airport Authority ("Authority") is the owner and operator of Wichita Mid-Continent Airport and Colonel James Jabara Airport ("Airports"); and

WHEREAS, the Authority is a body corporate and politic, organized and existing under the laws of the State of Kansas and the authority of K.S.A. 3-162, et seq., and vested with all powers, authority, and control over the Airports as codified in Code of the City of Wichita §2.12.1048; and

WHEREAS, the Airports are financed and managed under policies and practices designed to assure that they will always be self-supporting and will not require the expenditure of local tax funds for their operation, which policies require that the costs and expenses for facilities be paid by the users of such facilities who enjoy the commercial opportunities that such facilities create, and that such users also pay fees for such opportunities appropriate to and commensurate with the type and volume of business potential under leases, concession agreements, or permits; and

WHEREAS, in order to pay for expenses incurred in the construction, operation and maintenance of Mid-Continent Airport passenger terminal and to fund airfield improvements and capital projects of the Airports, to preserve such property and to promote and preserve the public health, safety and welfare, to enhance the Airports as public transportation facilities, and to protect established sources of revenue to the Airports; and

WHEREAS, the Authority considers it necessary, appropriate and reasonable to establish and fix appropriate fees, rates, and charges for passenger terminal users and airline aircraft operating on the Airport to meet the expenditures associated with the operation of these cost centers; and

WHEREAS, the Authority finds that the fees and charges established and fixed herein are reasonable and uniform for the class of privileges and services enjoyed by the passenger terminal users and airline aircraft operating on the Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE WICHITA AIRPORT AUTHORITY:

SECTION 1. Fees and charges for scheduled passenger airlines are established as follows:

Landing fee per 1,000 lbs./MGLW \$2.64

Terminal Space Rental per square foot per year:

Ticket Counter \$48.31

Holdrooms; Concourses; Bag Claim \$43.48

Offices; VIP/Club Space \$38.65

Bag Make-Up; Operations Space, Elevators \$33.82

Inbound Bag; Tug Lane, Stairwells \$24.15

Apron rate per linear foot per year \$54.78

Use of Unleased Terminal Gate \$75.00/flight

Use of Loading Bridge \$82.50/flight

Aircraft parking on terminal apron other than at an exclusively leased gate or when paying for use of an unleased gate

(a) 0-24 hours \$62.50

(b) Over 24 hours \$3.75/hour

SECTION 2. Fees and charges for non-scheduled passenger airlines are established as follows:

Landing fees, per 1,000 lbs./MGLW \$3.17

Terminal Space Rental per square foot per year:

Ticket Counter \$48.31

Holdrooms; Concourses; Bag Claim \$43.48

Offices; VIP/Club Space \$38.65

Bag Make-Up; Operations Space, Elevators \$33.82

Inbound Bag; Tug Lane, Stairwells \$24.15

Apron rate per linear foot per year \$54.78

Use of Unleased Terminal Gate \$90.00/flight

Use of Loading Bridge \$99.00/flight

Aircraft parking on terminal apron other than at an exclusively leased gate or when paying for use of an unleased gate

(a) 0-24 hours \$75.00

(b) Over 24 hours \$4.50/hour

Fuel Flowage Fee \$0.12/gallon

SECTION 3. In addition to the fees and charges set forth above, passenger airlines shall pay such other fees and charges as shall be adopted by the Authority from time to time, including but not limited to the following:

- oUse of law enforcement officer
- oFreight charge
- oVendor permits
- oSolid and liquid waste disposal
- oAircraft apron parking infringement
- oSecurity alarm violations
- oSecurity badges
- oAirfield vehicle ramp permits
- oElectrical usage

In addition, passenger airlines shall be subject to insurance requirements and other rules and regulations adopted by the Authority from time to time.

SECTION 4. Scheduled passenger airlines that are party to a current Airline Airport Use and Lease Agreement with the Wichita Airport Authority are not subject to this Resolution.

SECTION 5. Effective Date. This Resolution shall be retroactively effective to January 1, 2006, upon its adoption by the Wichita Airport Authority.

SECTION 6. Savings Clause. In the event any phrase, clause, sentence, paragraph, or paragraphs of this Resolution is declared invalid for any reason, the remainder of this Resolution shall not be invalidated, but shall remain in full force and effect, all parts of this Resolution being declared separable and independent of all others.

ADOPTED this FEBRUARY 28, 2006.

ATTEST:

WICHITA AIRPORT AUTHORITY

By _____ By _____

Title _____ Title _____

APPROVED AS TO FORM: _____

Director of Law

Agenda Item No. 36.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0221

TO: Wichita Airport Authority

SUBJECT: FAA Master Site Lease Supplement No. 11 – Mid-Continent Airport Lease Number DTFA09-90-L-10464

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The WAA has entered into Master Site Leases with the FAA for both Mid-Continent and Jabara Airports. These leases identify locations and types of equipment installed, monitored, and maintained by the FAA.

Analysis: Supplement No. 11 deletes certain land rights for the Runway 19L Runway End Identifier Lights (REIL) and substitutes a new legal description for the Localizer. The equipment and foundations serving Runway 19 REIL have been removed and the site has been restored to its prior condition due to the installation of the Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) system. The legal description has been modified to reflect its present location at the end of the extended runway resulting in an increase of the area utilized from 0.30 acres to 4.47 acres.

Financial Considerations: There are no monetary considerations.

Legal Considerations: The Supplement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 11, and authorize the necessary signatures.

Agenda Item No. 37.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0222

TO: Wichita Airport Authority

SUBJECT: Midfield Road Site Development Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the adjustment to the capital project.

Background: On September May 3, 2005 the Wichita Airport Authority approved including the relocation of the rotation beacon as part of the Midfield Road Site Development project to comply with an agreement made for the new Honeywell development.

Utility Improvements are identified in the current Capital Improvement Program to accomplish this project.

Analysis: In order to accept the construction bid, the capital project budget needs to be increased.

Financial Considerations: An increase of \$75,000 is requested, which will result in a total budget of \$975,000. The project will be paid for with General Obligation bonds paid with Airport Revenue, and funds from the Federal Aviation Administration, Airport Improvement Program.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget, adopt the resolution, and authorize the necessary signatures.

(Published in the Wichita Eagle on _____, _____.)

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY;AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically, **Midfield Road Site Development** to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, _____.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 38.

City of Wichita
City Council Meeting
February 28, 2006

Agenda Report No. 06-0223

TO: Wichita Airport Authority

SUBJECT: Airport Marketing Agency of Record

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the contract, hire the firm.

Background: It is the policy of the Wichita Airport Authority to fund marketing programs aimed at promoting the use of Wichita Mid-Continent Airport. Several years ago, the Wichita Airport Advisory Board voted in favor of implementing an airport advertising campaign to promote Mid-Continent Airport for use by regional air travelers. The Advisory Board also acknowledged the importance of increased passenger travel because it results in enhanced air service, business expansion, increased tourism, and other economic benefits to the community. It is critical to the success of Mid-Continent Airport that those in our catchment area be aware of these services and continue to utilize them for the betterment of the Airport. Effective marketing efforts should contribute to the growth of passengers using Mid-Continent Airport.

Analysis: Airport staff and the City Marketing Director worked with the Purchasing Department to formalize a request for proposal process by area advertising and marketing firms interested in this project. After initial review, five (5) agencies were selected to do formal presentations to a selection committee. The selection committee included a representative of the City Council, Airport Advisory Board, Airport Staff, Marketing Director, Legal Department and Purchasing Director. The recommendation of that 9-member selection committee was to contract with Armstrong/Shank as the agency of record. A contract was developed for one year, with two one-year options for renewal.

Financial Considerations: None at this time. Council will be asked to approve a financial amount once the agency and the Airport officials agree on the appropriate amount.

Legal Considerations: The agreement has been approved as to form by the Department of Law.

Recommendations/Actions: Approve the contract and authorize the necessary signatures.

CONTRACT
for
PROFESSIONAL SERVICES

between
THE CITY OF WICHITA, KANSAS
and
ARMSTRONG/SHANK

THIS CONTRACT, made this 28th day of February, 2006 by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and ARMSTRONG/SHANK, party of the second part, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS the CITY has identified the need to implement a marketing and image-building campaign for the Wichita Mid-Continent Airport; and

WHEREAS, the CONSULTANT is capable and willing to provide the services necessary to assist the CITY with this effort; and NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. **SCOPE OF SERVICES**

A. The CONSULTANT shall furnish professional services as set out in Exhibit "A" which is attached hereto and incorporated herein by reference.

B. In the event of delays in the performance by the CONSULTANT due to circumstances caused by CITY, the CONSULTANT'S schedule of performance shall be equitably adjusted to account for such delay.

C...Upon agreement by both CITY and CONSULTANT, this contract can be renewed annually for up to three years.

II. **IN ADDITION, THE CONSULTANT AGREES**

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Exhibit A –Scope of Services.

B. To make available during regular office hours at its Wichita office all records, documents and other written material as the CITY may wish to examine periodically during performance of this agreement.

C. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its service under this contract.

D. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available at its office at reasonable times during the contract period, and for three (3) years from the date of final payment under the contract for inspection by the CITY or its authorized representatives.

- E. To comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1974, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- G...To submit periodic billings to the CITY of the costs accrued in the performance of the services herein described.
- H. To complete the services to be performed by CONSULTANT hereunder on or before February 28, 2007. CONSULTANT shall not be responsible for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.
- I. Covenants and represents to be responsible for the professional and technical accuracies of the work or material furnished by the CONSULTANT under this agreement. CONSULTANT further agrees, covenants and represents that all work or material furnished by CONSULTANT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligence.
- III. **THE CITY AGREES:**
- A...To provide available research in the CITY'S possession to CONSULTANT and staff will work with CONSULTANT to develop an integrated marketing campaign that accomplishes desired goals.
- B...To pay the CONSULTANT for its services in accordance with the. requirements of this agreement.
- C. To provide right of entry for CONSULTANT'S personnel in performing the services hereunder.
- IV. **PAYMENT PROVISIONS**
- A...Payment to the CONSULTANT for the performance of its services shall be as set forth after discussion between CITY and CONSULTANT. In addition, CITY will reimburse CONSULTANT for its out-of-pocket expenses at the actual cost to CONSULTANT of such expenses.
- B...If additional work should be necessary, by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the actual costs plus a fixed fee for profit for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- V. **THE PARTIES HERETO MUTUALLY AGREE:**
- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for fixed fee for profit.
- B. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

C. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the CONSULTANT shall request extensions in writing giving the reasons therefor.

D. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

E. Neither the CITY'S review, approval or acceptance or, nor payment for, any of the work or services required to be performed by the CONSULTANT under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

F. The rights and remedies of the CITY provided for under this Agreement are, in addition to any other rights and remedies provided by law.

G. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this agreement as of the date first above written.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

ARMSTRONG/SHANK

Susan Armstrong, President

Exhibit A

Scope of Services:

This campaign will take place beginning immediately through February 2007.

1. **Strategic Planning, Design and Implementation of the Campaign.** Work together with representatives from the City of Wichita and Mid-Continent Airport (hereafter referred to as CITY) to implement a complete and comprehensive integrated marketing and image building campaign designed to increase passenger travel through the State of Kansas' largest airport. This will be developed from concept and implemented through execution by the agency. The ad campaign will:
 - Position Mid-Continent as the Kansas airport of choice for convenience and service.
 - Increase awareness of Mid-Continent and its progress in adding flights and services.
 - Encourage travel from business travelers to and from Wichita.
 - Encourage travel from leisure travelers to and from Wichita.
 - Help build community support of the Airport.
2. **Develop an image campaign.** A thorough branding process for Mid-Continent Airport will be implemented with the agency. This may or may not include logo development and name recognition for the State's largest commercial airport. This component will be determined and agreed upon further review by both CITY and CONSULTANT.
3. **Develop Key Marketing Tactics.** The agency and City will agree upon the tactics once approval for the strategic plan is determined. Tactics may include:
 - Television
 - Radio
 - Outdoor media
 - Print media
 - Innovative marketing tools
 - Web Development including e-newsletters
4. **Proven performance-based goals.** Agency and City will set aggressive goals to include:
 - Communicate new air service carriers to the Wichita and South Central markets.
 - Communicate new air service to the State of Kansas and northern Oklahoma
 - Increase passenger traffic at Mid-Continent Airport. The agency and City will make a determination of the percentage increase goal.
5. **Customer Service Enhancements.** Agency and City will work together to develop improvements to the experience of passengers and visitors in the Airport Terminal.
6. **Consultant Services.** Under this agreement will be billed at the rate of \$85 per hour. The goals will be constantly monitored and reviewed. If it is determined that the campaign is not achieving the necessary goals, an alternative campaign must be developed or the agency must be willing to resign.